



# Water Meter Installation Project

## Invitation for Bids # PSUT-21-03

General Information		
Project Cost Estimate	\$3,800,000	See Section 1.4
Project Timeline	270 calendar days from issuance of CITY's Notice to Proceed.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Question Due Date	May 4, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 18, 2021	See Section 1.8
5% Proposal Security / Bid Bond	Required in the event that the proposal exceeds \$200,000	See Section 4.1
100% Payment and Performance Bonds	Required in the event that the proposal exceeds \$200,000	See Section 4.2

THE CITY OF PEMBROKE PINES  
**PURCHASING DIVISION**  
**8300 SOUTH PALM DRIVE**  
**PEMBROKE PINES, FLORIDA 33025**  
**(954) 518-9020**



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- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposers Background Information
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract - **Construction Agreement**
- Attachment F: References Form
- Attachment G: Standard Release of Lien Form
- Attachment H: Contract Documents
- Attachment I: Appendix 1 - Water Meter and Meter Box City-Furnished



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

#### **IFB # PSUT-21-03 Water Meter Installation Project**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the [www.BidSync.com](http://www.BidSync.com) website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, May 18, 2021.** Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com). The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

#### **1.1.1 VIRTUAL BID OPENING**

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department  
 City of Pembroke Pines  
 8300 South Palm Drive,  
 Pembroke Pines, FL 33025  
 954-518-9022  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

## **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, interested in providing services for the replacement of aging residential water meters, 20-years old or older, throughout the City. The replacement will be by route, totaling approximately 16,272 of Owner-Supplied water meters, in accordance with the terms, conditions, and specifications contained in this solicitation.

## **1.3 SCOPE OF WORK**

The following is a general description of the work included; it is not intended to be complete. Consult Attachment H – Contract Documents for Scope of Work requirements.

Furnish all labor, materials, equipment and incidentals required to install, complete, and ready for operation, Owner Furnished domestic water meters, backflow prevention devices, water meter boxes and associated work.



The water meters to be replaced are located on various meter-reading routes throughout the City. Please follow the below link to see the location of the subject routes. The total number of meters, routes, etc. are subject to final quantities at the time of Commencement.

<https://pembrokepines.maps.arcgis.com/apps/instant/interactivelegend/index.html?appid=6fcc1e2272fc42a59360a86f7516b0b9>

The Work will be performed on a Work Order basis. Prior to Work on each route, the Contractor shall walk the Route with the City Representative who will determine the number of meters and backflow prevention devices to be replaced, the number of meter boxes to be replaced adjusted, etc. and as well as other work necessary to complete each route based on the Unit Price Schedule.

The City shall direct-purchase the water meters to be changed. The City shall store shipments of water meters at City facilities based on shipping timeframes and quantities as determined and coordinated by the Contractor and the City's Meter Supplier.

#### **1.4 PROJECT COST ESTIMATE & TIMELINE**

Staff estimates this project to cost approximately \$3,800,000 excluding Owner Contingency and Allowances.

It is anticipated that there will be no permit costs.

The work shall be completed within 270 calendar days from issuance of CITY's Notice to Proceed.

The City shall determine the amount of the Owner's Contingency and Allowances at time of award. The Owner's Contingency and Allowances may be based on a specified percent of the proposed project amount and shall be established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. Any Owner's Contingency or Allowance funds that have not been utilized at the end of the project will remain with the City.

#### **1.5 PROPOSAL REQUIREMENTS**

**The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website.** Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

##### **1.5.1 Attachment A: Contact Information Form**

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact



information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal.

- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.

#### **1.5.2 Attachment B: Non-Collusive Affidavit**

#### **1.5.3 Attachment C: Proposer's Qualifications Statement**

#### **1.5.4 Attachment F: References Form**

- a. Complete **Attachment F: References Form**, preferably where the team was the same. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

#### **1.5.5 Proposal Security (Bid Bond Form or Cashier's Check)**

- a. Each Proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.
- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync.





- d. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSUT-21-03 Water Meter Installation Project**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- f. Please see SECTION 4 - SPECIAL TERMS & CONDITIONS of this RFP for additional information.

## **1.6 VENDOR REGISTRATION DOCUMENTS**

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their information and documents on an as-needed basis. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to [purchasing@ppines.com](mailto:purchasing@ppines.com) to help facilitate the implementation process.

The new process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

**Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.**

The following documents can be found at <https://www.ppines.com/784/Vendor-Registration> and can be completed prior to the bidding process and do not need to be attached to your submittal.

### **1.6.1 Vendor Information Form**

### **1.6.2 Form W-9 (Rev. October 2018)**



- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

### **1.6.3 Sworn Statement on Public Entity Crimes Form**

### **1.6.4 Local Business Tax Receipts**

### **1.6.5 Veteran Owned Small Business Preference Certification**

- b. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- c. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

### **1.6.6 Equal Benefits Certification Form**

### **1.6.7 Vendor Drug-Free Workplace Certification Form**

### **1.6.8 Scrutinized Company Certification**

### **1.6.9 E-Verify System Certification Statement**

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

## **1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.



## 1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	<b>April 13, 2021</b>
Question Due Date	<b>May 4, 2021</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>May 10, 2021</b>
Proposals will be accepted until	<b>2:00 p.m. on May 18, 2021</b>
Proposals will be opened at	<b>2:30 p.m. on May 18, 2021</b>
Evaluation of Proposals by Staff	<b>TBD</b>
Recommendation of Contractor to City Commission award	<b>TBD</b>
Issuance of Notice to Proceed	<b>TBD</b>
Project Commencement	<b>TBD</b>
Project Completion	<b>270 days after NTP</b>

## 1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) on or before **2:00 p.m. on May 18, 2021**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.**

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSUT-21-03 Water Meter Installation**"



**Project”** and sent to the City of Pembroke Pines, City Clerk’s Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.



## **SECTION 2 - INSURANCE REQUIREMENTS**

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

### **2.6 REQUIRED INSURANCE**



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No



- ✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☐

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

✓ ☐

2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐

2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No





- ☐ \* 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ \* 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ \* 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ \* 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the





later of three (3) years after the delivery of goods/services or final payment of this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✕ 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✕ 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✕ 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY



with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☐ 2.6.13 Other Insurance

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## 2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### **3.2 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

### **3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the “**Ask a Question**” option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the “**Question Due Date**” stated in the solicitation. Questions received after “**Question Due Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at [purchasing@ppines.com](mailto:purchasing@ppines.com).

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

### 3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

### 3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

### 3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

### 3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

### 3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

### 3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

### 3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

### 3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

### 3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

### **3.15 COPYRIGHT OR PATENT RIGHTS**

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

### **3.16 PUBLIC ENTITY CRIMES**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

### **3.17 CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

### **3.18 FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

### **3.19 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify





CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **3.20 SIGNATURE REQUIRED**

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **3.21 MANUFACTURER'S CERTIFICATION**

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

### **3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### **3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

### **3.24 RESERVATIONS FOR REJECTION AND AWARD**

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

### **3.25 BID PROTEST**

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

### **3.26 INDEMNIFICATION**

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

**General Indemnification:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

### **3.27 DEFAULT PROVISION**



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

### **3.28 ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

### **3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

### **3.30 SCRUTINIZED COMPANIES LIST**

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or





(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

### **3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



### 3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### 3.33 CONE OF SILENCE

**Prohibited Communication:** In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

**Effective Dates:** A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

**Permitted communication:** The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

**Violations:** Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

### 3.34 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

- a) "Contractor" means a person or entity that has entered or is attempting to



enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

- b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

## 2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's

E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



## **SECTION 4 - SPECIAL TERMS & CONDITIONS**

### **4.1 PROPOSAL SECURITY**

**Proposal Security Requirements:** Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSUT-21-03 Water Meter Installation Project**" and sent to the:

City of Pembroke Pines,  
City Clerk's Office, 4th Floor,  
601 City Center Way,  
Pembroke Pines, Florida, 33025.

**Successful Proposer:** The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

**Three Lowest Proposers:** The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

**All Other Proposers:** Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

### **4.2 PAYMENT AND PERFORMANCE BONDS**

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence



satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 100% of the contract price.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

#### 4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City

Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

#### 4.4 TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

#### 4.5 RELEASE OF LIEN

Contractor must provide an executed Partial/Final Release of Lien utilizing the City's standard Release of Lien Form in order for the City to release any payments to the Contractor.

#### 4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and





disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or [dperez@wasteprousa.com](mailto:dperez@wasteprousa.com).

For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or [rcolombo@ppines.com](mailto:rcolombo@ppines.com).

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.



### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “PSUT-21-03” titled “Water Meter Installation Project” attached hereto as a part hereof, the undersigned submits the following:

#### **A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

#### **COMPANY INFORMATION:**

COMPANY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

#### **PRIMARY CONTACT FOR THE PROJECT:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

#### **AUTHORIZED APPROVER:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

#### **B) Proposal Checklist**

Are all materials, freight, labor and warranties included?	Yes _____
--	-----------

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?



Attachment A - Contact Information Form	Yes_____
Attachment B - Non-Collusive Affidavit	Yes_____
Attachment C - Proposer's Completed Qualification Statement	Yes_____
Attachment F - References Form	Yes_____
Attachment G – Standard Release of Lien Form	Yes_____
Attachment H – Mandatory Pre-Bid Meeting Form	Yes_____
Does your proposal exceed \$200,000 for this construction project? If so, please include a Proposal Security (Bid Bond or Cashier's Check) along with a separate line item to provide a Payment and Performance Bond. (See Bid Package for details)	Yes_____

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes_____
Form W-9 (Rev. October 2018)	Yes_____
Sworn Statement on Public Entity Crimes Form	Yes_____
Local Vendor Preference Certification	Yes_____
Local Business Tax Receipts	Yes_____
Veteran Owned Small Business Preference Certification	Yes_____
Equal Benefits Certification Form	Yes_____
Vendor Drug-Free Workplace Certification Form	Yes_____
Scrutinized Company Certification	Yes_____

### **C) Sample Proposal Form**

*The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.*

Description	Quantity	Unit Price
Installation of Owner Furnished Meters	16272	Price to be Submitted Via BidSync
Furnish Single Meter Box (choose one from Specifications)	6509	Price to be Submitted Via BidSync
Install Single Meter Box (at the same time as the meter)	6509	Price to be Submitted Via BidSync
Furnish Double Meter Box (choose one from Specifications)	3254	Price to be Submitted Via BidSync
Install Double Meter Box (at the same time as the meters)	3254	Price to be Submitted Via BidSync
Furnish Dual Check Valve (Watts DuC or equal)	16272	Price to be Submitted Via BidSync
Dual Check Valve Installation (at the same time as meter)	16272	Price to be Submitted Via BidSync



## UNIT PRICE SCHEDULE

The following unit prices are provided for City use in the addition or deletion of items required for complete and proper execution of the Contract as determined by the City.

Unit Prices provided by the Contractor below which are not commensurate with current, accepted unit prices for similar work will be grounds for an imbalanced bid, will not be accepted and may be cause for Bid rejection.

Description		Unit		Unit Price
1	Replace angle stop	Each	=	
2	Repair or line break	Each	=	
3	Service Line Extension (relocate sidewalk meters to back of walk)	Each	=	
4	Sidewalk Replacement (5'x4', 4" thick)	Each	=	
5	Furnish Antenna Booster	Each	=	

Contract Documents  
**City of Pembroke Pines**

*20 Years Old or Older Water Meter Installation Project*

April 7, 2021

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## SECTION 01000 - PROJECT DESCRIPTION

### PART 1 - GENERAL

#### 1.01 SPECIFICATION INCLUDES

- A. The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, interested in providing services for the replacement of aging residential water meters, 20-years old or older, throughout the City. The replacement will be by route, totaling approximately 16,272 of Owner-Supplied water meters, in accordance with the terms, conditions, and specifications contained in this solicitation.

#### 1.02 CONTRACTOR USE OF SITE

- A. The CONTRACTOR shall limit his area of work to remain within those right of ways properties and easements as depicted in the CONTRACT DOCUMENTS or as approved in writing by the Owner.
- B. The CONTRACTOR'S staging area shall be located at 8500 east Cypress Drive, Pembroke Pines, FL.
  - 1. CONTRACTOR shall supply all required storage facilities needed to store City-Furnished water meters as well as all Contractor-furnished materials and equipment to be located at the staging area.
  - 2. The CONTRACTOR shall supply all necessary security devices to protect City-furnished and CONTRACTOR-furnished materials and equipment.
  - 3. The CONTRACTOR shall supply all insurance policy requirements to protect City-Furnished water meter from damage or theft.
- C. CONTRACTOR's use of lands other than those stated above shall require written approval from the land owner and be at the CONTRACTOR's risk and cost.

#### 1.03 LOCATION OF WORK

- A. The work is located within the City of Pembroke Pines, Florida.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION (NOT USED)

#### 3.01 DESCRIPTION OF WORK

The following is a general list of the work included. It is not intended to be complete. Consult the contract drawings and specifications for all contract requirements.

- A. This project involves the following generalized description of work:

1. Furnish all labor, materials, equipment and incidentals required to install, complete, and ready for operation, Owner Furnished domestic water meters, backflow prevention devices, water meter boxes and associated work.
2. The water meters to be replaced are located on various meter-reading routes throughout the City. Please follow the below link to see the location of the subject routes. The total number of meters, routes, etc. are subject to final quantities at the time of Commencement.

<https://pembrokepines.maps.arcgis.com/apps/instant/interactivelegend/index.html?appid=6fcc1e2272fc42a59360a86f7516b0b9>

3. The Work will be performed on a Work Order basis. Prior to Work on each route, the Contractor shall walk the Route with the City Representative who will determine the number of meters and backflow prevention devices to be replaced, the number of meter boxes to be replaced, adjusted, etc. as well as other work necessary to complete each route based on the Unit Price Schedule.
4. The City shall direct-purchase the water meters to be changed. The City shall store shipments of water meters at the CONTRACTOR'S staging area based on shipping timeframes and quantities as determined and coordinated by the Contractor and the City's Meter Supplier.

### 3.02 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Residences and Owner's operations.
- B. Schedule the Work to accommodate this requirement.

### 3.03 WORK BY OTHERS

- A. The CONTRACTOR is advised that work by others may take place during the duration of the contract time. It shall be the CONTRACTOR's responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.

END OF SECTION

## SECTION 01010 - CONTRACTOR SPECIAL CONDITIONS

### PART 1 - GENERAL

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### A. INVESTIGATION AND UTILITIES

1. CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of CONTRACTOR to acquaint itself with any applicable conditions shall not relieve CONTRACTOR from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
2. CONTRACTOR shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". CONTRACTOR shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. CONTRACTOR shall schedule and coordinate its Work around any such relocation or temporary service interruption. CONTRACTOR shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

#### B. ADJACENT PROPERTY OWNER NOTIFICATION

1. The Contractor shall prepare a written notice to property owners adjacent to the project work site notifying them of the schedule of work affecting them and anticipated inconveniences they may expect. The notice shall meet the approval of the Engineer and be delivered to property owners at least 72 hours prior to construction adjacent to their property. This notice shall indicate the work to be performed, the time it will take to perform the work, and the time when the water service to the property owner will be disrupted.

### 3.02 BID QUANTITIES

- A. Quantities given in the Bid Schedule, while estimated from the best information available, are approximate only. Payment for unit price items shall be based on the actual number of units installed for the Work. Bids shall be compared on the basis of number of units stated in the Bid Schedule as set forth in the Bidding Documents. Said unit prices shall be multiplied by the bid quantities for the total Bid price. Any Bid not conforming to this requirement may be rejected. Special attention to all Bidders is called to this provision, for should conditions make it necessary or prudent to revise the unit quantities, the unit prices will be fixed for such increased or decreased quantities. Compensation for such additive or subtractive changes in the quantities shall be limited to the unit prices in the Bid.

### 3.03 DAILY REPORTS AND MEETINGS.

- A. Unless waived in writing by CITY, CONTRACTOR shall complete and submit to ENGINEER on a weekly basis a daily log of the CONTRACTOR's work for the preceding week in a format approved by the ENGINEER and CITY. The daily log shall document all activities of CONTRACTOR at the Project site including, but not limited to, the following:
  1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
  2. Soil conditions which adversely affect the Work;
  3. The hours of operation by CONTRACTOR's and SUB-CONTRACTOR's personnel;
  4. The number of CONTRACTOR's and SUB-CONTRACTOR's personnel present and working at the Project site, by subcontract and trade;
  5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
  6. Description of Work being performed at the Project site;
  7. Any unusual or special occurrences at the Project site;
  8. Materials received at the Project site;
  9. A list of all visitors to the Project site; and
  10. Any problems that might impact either the cost or quality of the Work or the time of performance.
  11. The daily log shall not constitute nor take the place of any notice required to be given by CONTRACTOR to CITY or ENGINEER pursuant to the Contract Documents.

END OF SECTION



## SECTION 01100 - GENERAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.01 SPECIFICATION INCLUDES

This Section provides for miscellaneous provisions applicable to the WORK.

#### 1.02 REFERENCE STANDARDS

##### A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the CONTRACT DOCUMENTS
2. The CONTRACTOR shall comply with the applicable standards codes and specifications governing the CONTRACT DOCUMENTS whether City, County, State or Federal. The CONTRACTOR is obligated to notify the OWNER and Engineer of any deficiency contained in the CONTRACT DOCUMENTS immediately upon discovery. Where conflicts exist in such, the more stringent shall govern.

#### 1.03 DEFINED TERMS

##### A. Throughout the CONTRACT DOCUMENTS, the following definitions apply:

1. CONTRACTOR - The individual or entity with whom OWNER has entered into the Agreement.
2. CONTRACT DOCUMENTS - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are CONTRACT DOCUMENTS. Approved Shop DRAWINGS, other CONTRACTOR's submittals, and the reports and DRAWINGS of subsurface and physical conditions are not CONTRACT DOCUMENTS.
3. DRAWINGS - That part of the CONTRACT DOCUMENTS prepared or approved by Engineer which graphically shows the scope, extent, and character of the WORK to be performed by CONTRACTOR. Shop DRAWINGS and other CONTRACTOR submittals are not DRAWINGS as so defined.
4. ENGINEER – The Engineer of Record for the WORK or the OWNER.
5. GENERAL REQUIREMENTS - Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the

Specifications.

6. LAWS AND REGULATIONS; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
7. OWNER - The City of Pembroke Pines (CITY)
8. PROJECT - The total construction of which the WORK to be performed under the CONTRACT DOCUMENTS may be the whole, or a part.
9. SHOP DRAWINGS - All DRAWINGS, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the WORK.
10. SPECIFICATIONS - That part of the CONTRACT DOCUMENTS consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the WORK, and certain administrative requirements and procedural matters applicable thereto.
11. WORK - The entire construction or the various separately identifiable parts thereof required to be provided under the CONTRACT DOCUMENTS. WORK includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.04 SAFETY

- A. The OWNER, nor the ENGINEER, shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the WORK. OWNER will not be responsible for CONTRACTOR's failure to perform the WORK in accordance with the CONTRACT DOCUMENTS.
- B. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  1. All persons on the Site or who may be affected by the WORK;
  2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- C. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify OWNERS of adjacent property and of Underground Facilities and other utility OWNERS when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

#### 1.05 APPLICABLE PERMITS AND LICENSES

- A. The CONTRACTOR shall abide by all permit conditions, whether, general, specific, limited or otherwise. A copy of all OWNER-obtained permits and licenses are attached hereto and made a part of the CONTRACT DOCUMENTS.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 PRE-CONSTRUCTION RESPONSIBILITIES

Upon receipt of the Notice To Proceed, the CONTRACTOR shall arrange for a Pre-Construction meeting with the City.

#### 3.02 TEMPORARY UTILITIES

- A. The CONTRACTOR shall be responsible to arrange and pay for all temporary utilities including, but not limited to, water, sewer, drainage and electricity.
- B. The cost of temporary utilities shall be considered incidental to the cost of the WORK and is therefore included in the Bid.

#### 3.03 HURRICANE PREPAREDNESS PLAN

- A. Should the performance of the WORK occur during Hurricane Season, within thirty days of the date of Notice to Proceed, the CONTRACTOR shall submit to the ENGINEER and OWNER a Hurricane Preparedness Plan. The plan should outline the necessary measures that the CONTRACTOR proposes to perform at no additional cost to the OWNER in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel.

#### 3.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever ENGINEER shall direct; CONTRACTOR will cause sub-contractor's to protect carefully the WORK and materials against damage or injury from the weather. If, in the opinion of the

ENGINEER, any portion of WORK or materials shall have been damaged or injured by reason of failure on the part of CONTRACTOR or any Sub-contractor to so protect the WORK, such WORK and materials shall be removed and replaced at the expense of the CONTRACTOR.

### 3.05 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the WORK and up to the date of final payment, the CONTRACTOR shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the CONTRACTOR shall make good any such damage or loss at his own expense.

### 3.06 CONTRACTOR USE OF PREMISES

- A. The CONTRACTOR shall be responsible for coordinating it's daily activities in conjunction with any CONTRACTORs presently working within the vicinity of this project.
- B. Confine operations to areas within City property, rights-of-way and easements. Work necessary at the meter box location shall be performed with upmost care. The contractor shall assume all liability for working on private property.
  - 1. The CONRTACTOR shall restore all grass, landscaping and irrigation disturbed during its operations to equal or better condition as incidental to it's work.
- C. Keep existing driveways and entrances serving the premises clear and available to the OWNER, Residents and the OWNER's employees at all times.
  - 1. Do not use these areas for parking or storage of materials.
  - 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
  - 3. Schedule deliveries of City-Furnished water meters in accordance with Section 15200 – Water Meters and Appurtenances.

### 3.07 DISPOSAL

- A. Do not dispose of any unsuitable fill, hazardous or organic material onsite. All such material shall be disposed of in a legal manner by the CONTRACTOR, the cost of which shall be incidental to the WORK.

### 3.08 ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or

that other undesirable effects might result.

3.09 ADJUSTMENT OF EXISTING UTILITIES

- A. The CONTRACTOR shall raise or lower all manholes, valve boxes, etc. to finished grade. The cost of these adjustments shall be considered incidental to the cost of the WORK and is therefore included in the Bid.

3.10 EXISTING IRRIGATION

- A. All existing irrigation systems within the area of the WORK shall be restored to original condition or better and adjusted to finished grade. The cost of repairs and/or adjustment to existing irrigation shall be considered incidental to the cost of the WORK and is therefore included in the Bid.

3.11 DEMOLITION

- A. Limits of demolition which may be shown in the CONTRACT DOCUMENTS are general in nature. Actual limits of demolition shall be as determined by the field conditions in conformance with the requirements of the WORK.
- B. All sidewalks within the limits of construction which are not ADA compliant (cross-slopes which exceed 2% and/or running slopes which exceed 5% and/or changes in level of 1/4" or greater) shall be demolished and reconstructed to meet these requirements.
- C. When sidewalk tie-ins exist outside the limits of construction which are not ADA compliant, the CONTRACTOR shall replace those sections as directed by the OWNER.

END OF SECTION

## SECTION 01015 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. CONTRACTOR shall be responsible for all cutting, fitting and patching required to complete the WORK or to:
  - 1. Make its several parts fit together properly.
  - 2. Uncover portions of the WORK to provide for installation of ill-timed work.
  - 3. Remove and replace defective work.
  - 4. Remove and replace work not conforming to requirements of CONTRACT DOCUMENTS.
  - 5. Remove samples of installed work as specified for testing.
  - 6. Investigate subsurface conditions or utilities.

#### 1.02 SUBMITTALS

- A. Submit a written request to the ENGINEER in advance of executing any cutting or alteration which affects:
  - 1. Work of the OWNER or any separate CONTRACTOR.
  - 2. Structural value or integrity of any element of the Project.
  - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
  - 4. Efficiency, operational life, maintenance or safety of operational elements.
  - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
  - 1. Identification of the Project.
  - 2. Description of affected work.
  - 3. The necessity for cutting, alteration or excavation.
  - 4. Effect on WORK of OWNER or any separate CONTRACTOR, or on structural or weatherproof integrity of Project.
  - 5. Description of proposed work:

- a. Scope of cutting, patching, alteration, or excavation.
  - b. Trades who will execute the work.
  - c. Products proposed to be used.
  - d. Extent of refinishing to be redone.
- 6. Alternatives to cutting and patching.
- 7. Cost proposal, when applicable.
- 8. Written permission of any separate CONTRACTOR whose work will be affected.
- C. Submit written notice to the ENGINEER designating the date and the time work will be uncovered.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Comply with specifications and standards for each specific project involved.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting or patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.
- C. Report unsatisfactory or questionable conditions to the ENGINEER in writing; do not proceed with work until the ENGINEER has provided further instructions.

### 3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

### 3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other



work, and will provide proper surfaces to receive installation of repairs.

- B. Execute cutting methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
  - 1. Weather-exposed or moisture-resistant surfaces.
  - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed Work in accord with requirements of CONTRACT DOCUMENTS.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
  - 1. For continuous surfaces, refinish to nearest intersection.
  - 2. For an assembly, refinish entire unit.

END OF SECTION

## SECTION 01020 - MODIFICATIONS TO EXISTING CONDITIONS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Furnish all labor, materials, equipment and incidentals required to modify, alter and convert existing structures as shown or specified and as required for the installation of new mechanical equipment, piping and appurtenances. Existing piping and equipment shall be removed, salvaged, abandoned or dismantled as necessary for the performance of the WORK.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. The CONTRACTOR shall cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the DRAWINGS or specified herein or necessary for the performance of the WORK.
- B. The above work shall include the cutting of grooves and chases in existing masonry to permit the proper bonding of new masonry to old, repainting of existing masonry, the drilling of holes into bolts, or other appurtenances, and the cutting of holes in masonry for the installation of pipe, conduits, and other appurtenances. The work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal work found embedded in the existing structures.
- C. Blasting with explosives will not be permitted to complete any work under this Contract.
- D. Care shall be taken not to damage any part of existing buildings, foundations and exterior structures both below and above ground.
- E. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and to the extent approved by the ENGINEER.
- F. When removing materials or portions of existing structures and when making openings in walls and partitions, the CONTRACTOR shall take all precautions and use all necessary barriers and other protective devices so as not to damage the structures or contents by falling or flying debris and not to damage the structures from excavation or undermining of existing structural supports, beams, footings, columns or any structural member.
- G. Materials and equipment removed in the course of making alterations and

additions shall remain the property of the OWNER, except that items not salvageable, as determined by the ENGINEER and the OWNER shall become the property of the CONTRACTOR to be disposed of by him off the site of the work at his own place of disposal. The CONTRACTOR shall assist the OWNER in loading and hauling of salvageable materials within the City limits of the project.

- H. All work of altering existing structures shall be done at such time and in such manner as will comply with the approved time schedule. So far as possible before any part of the work is started, all tools, equipment, and materials shall be assembled and made ready so that the work can be completed without delay.
- I. All workmanship and new materials involved in constructing the alterations shall conform to the General Specifications for the classes of work insofar as such specifications are applicable.
- J. All cutting of existing masonry or other material to provide suitable bonding to new work shall be done in a manner to meet the requirements of the respective section of these specifications covering the new work. When not covered, the work shall be carried on in the manner and to extent directed by the ENGINEER.
- K. Where holes in existing masonry are required to be sealed, unless otherwise herein specified, they shall be sealed with cement mortar or concrete. The sides of the openings shall be provided with keyed joints and shall be suitably roughened to furnish a good bond and make a watertight joint. All loose or unsound material adjacent to the opening shall be removed and, if necessary, replaced with new material. The method of placing the mortar seal shall provide a suitable means of releasing entrapped air.
- L. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- M. Non-shrink grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown.
- N. Operating equipment shall be thoroughly cleaned and then lubricated and greased for protection during prolonged storage.
- O. The CONTRACTOR shall provide flumes, hoses, piping, etc. to divert or provide suitable plugs, bulkheads or other means to hold back the flow of wastewater, water or other liquids, all as required in the performance of the work under this Contract.

### 3.02 SALVAGE

- A. Any existing equipment or material, including but not limited to, motors, electrical components or controls,, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the ENGINEER or OWNER, and, if so, shall be removed or excavated, if necessary, and delivered to the OWNER at a location directed by the OWNER. Any equipment or material not worthy of salvaging, as directed by

the OWNER, shall be disposed of by the CONTRACTOR at a suitable location.

3.03 CONNECTING TO EXISTING PIPING AND EQUIPMENT

- A. The CONTRACTOR shall verify exact location, material, alignment, joint, etc. of existing piping and equipment prior to making the connections called out in the DRAWINGS. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.
- B. The CONTRACTOR shall dismantle and remove all existing equipment, piping and other appurtenances required, he shall cut existing pipelines for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removed shall be cut off one inch below the concrete surface. Surface shall be finished as specified in Division 3.
- C. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including the most convenient new valve, shall be installed.
- D. Where necessary or required for the purpose of making connections, the CONTRACTOR shall cut existing pipe lines in a manner to provide an approved joint. Where required, he shall weld beads, flanges or provide Dresser Couplings, all as specified and required.

END OF SECTION

## SECTION 01025 - MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. This Section includes administrative and procedural requirements for determining Work completed under the unit price contract.
- B. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY unless otherwise specified. The CITY or ENGINEER will witness all field measurements.
- C. The quantities stated in the Bid Proposal are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the Project. The CITY does not expressly or impliedly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Bid Proposal; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the CITY as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.

#### 1.02 RELATED SECTIONS

- A. Section 15200 – Water Meters and Appurtenances
- B. Other Sections as applicable.

#### 1.03 REFERENCE STANDARDS

- A. Refer to RELATED SECTIONS.

#### 1.04 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for the completed, in-place construction of the specified unit of work. This may include but not be limited to, materials and delivery; cost of installation; incidentals; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. Installation, acceptance and payment shall be in accordance with the REFERENCE STANDARDS and City requirements.
- C. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the

Owner's expense.

- D. Incidental items include those items which accompany a bid unit item or unit price schedule item, the cost of which shall be included in the bid unit item or unit price schedule item.
  - 1. Items incidental to the cost of the WORK are listed here and elsewhere in these SPECIFICATIONS. This Section is not an exhaustive list of incidental items. It is the CONTRACTORS responsibility to be aware of incidentals to its work.
- E. Contract Sum adjustments will be by a Contract Adjustment Letter on basis of the net accumulative change for each unit price category.
  - 1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
  - 2. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.
- F. Partial payment for material and equipment properly stored on-site is not allowed.
- G. Abbreviations:
  - 1. Acre - AC
  - 2. Allowance - AL
  - 3. Cubic Yard - CY
  - 4. Each - EA
  - 5. Furnish and Install - F & I
  - 6. Gallons - GA
  - 7. Gross Mile - GM
  - 8. Linear Feet – LF
  - 9. Lump Sum - LS
  - 10. Million Gallons – MG
  - 11. Net Mile - NM
  - 12. Square Foot – SF
  - 13. Square Yard – SY
  - 14. Ton – TN
- H. Items with Bid form units of “EA” will be measured and paid at the unit price named in the Bid Form. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, removal, transportation and disposal of material generated by cleaning and preparation; television surveys, cleaning; testing; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable item.

1.05 PROTECTION

- A. Where pavement, pipes, valves, appurtenances, trees, shrubbery, fences, other property or structures are in proximity to the WORK, adequate protection shall be provided. Such protection is considered incidental to construction and shall not be assigned to any pay item.

1.06 RESTORATION

- A. Where pavement, pipes, valves, structures, appurtenances, trees, shrubbery, fences, other property or structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Engineer. Such restoration is considered incidental to construction and shall not be assigned to any pay item.

1.07 MOBILIZATION

- A. No separate payment shall be made for mobilization, demobilization, insurance, bonds, licensure, transportation, communications, office maintenance, project signs, incidental work or services, administrative costs, and all other costs to the Contractor. All such costs shall be built-in to the Bid Item Unit Prices and Unit Price Schedule Prices

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION – BID FORM

3.01 BID ITEM #1 – INSTALLATION OF CITY-FURNISHED WATER METERS

- A. Payment for the installation of CITY-Furnished water meters shall include full compensation for all labor, materials, and equipment necessary to remove existing water meters, replace them with new water meters, salvage and reporting in accordance with City requirements.
- B. Payment for the installation of CITY-Furnished water meters shall include manipulation or correction of the existing water service line and fittings for the proper installation of the meter, plumb and level.
- C. Payment for installation of CITY-Furnished water meters shall include the necessary removal of roots, rocks and landscaping required for proper re-installation of the existing meter box if it is reused.
- D. Payment for installation of CITY-Furnished water meters shall include the private service connection as depicted in detail W-10a in Section 15200 – Water Meters



and Appurtenances for either single or double configuration.

- E. Payment for the installation of CITY-Furnished water meters shall include installation of an antenna booster if required by the City.
- F. Measurement and payment shall be per each.

3.02 BID ITEM #2 – FURNISH SINGLE METER BOXES (CHOOSE ONE FROM SPECIFICATIONS)

- A. Payment for the furnishing of one-single meter box, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR may choose from one of three options shown on detail W-10a in Section 15200 – Water Meters and Appurtenances.
- C. Measurement and payment shall be per each.

3.03 BID ITEM #3 – INSTALL SINGLE METER BOXES (AT THE SAME TIME AS THE METER)

- A. Payment for the installation of one-single meter box as purchased by, delivered to and stored by the CONTRACTOR.
- B. Installation shall be in the same location as the existing meter box.
- C. Installation shall be in the same location as the existing meter box unless directed otherwise directed by the City. In the case of water meters installed in concrete sidewalk, additional pay items are found in the Unit Price Schedule.
- D. Payment for installation of meter boxes shall include the necessary removal of roots, rocks and landscaping required for proper installation.
- E. Payment for installation of meter boxes shall include pea rock and compaction as depicted in detail W-10a in Section 15200 – Water Meters and Appurtenances.
- F. Measurement and payment shall be per each.

3.04 BID ITEM #4 – FURNISH DOUBLE METER BOXES (CHOOSE ONE FROM SPECIFICATIONS)

- A. Payment for the furnishing of one-double meter box, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR may choose from one of three options shown on detail W-10a in Section 15200 – Water Meters and Appurtenances.
- C. Measurement and payment shall be per each.

3.05 BID ITEM #5 – INSTALL DOUBLE METER BOXES (AT THE SAME TIME AS THE METER)

- A. Payment for the installation of one-double meter box as purchased by, delivered to and stored by the CONTRACTOR.
- B. Installation shall be in the same location as the existing meter box. In the case of water meters installed in concrete sidewalk, additional pay items are found in the Unit Price Schedule.
- C. Installation under this item shall be in grassed, landscaped areas only.
- D. Payment for installation of double meter boxes shall include the necessary removal of roots, rocks and landscaping required for proper installation.
- E. Payment for installation of double meter boxes shall include pea rock and compaction as depicted in detail W-10a in Section 15200 – Water Meters and Appurtenances.
- F. Measurement and payment shall be per each.

3.06 BID ITEM #6 – FURNISH DUAL CHECK VALVE

- A. Payment for the furnishing of one-dual check valve, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR may choose from the specified dual check valve or a City-Approved equal shown on detail W-10a in Section 15200 – Water Meters and Appurtenances.
- C. Measurement and payment shall be per each.

3.07 BID ITEM #7 – INSTALL DUAL CHECK VALVE

- A. Payment for the installation of one-dual check valve as purchased by, delivered to and stored by the CONTRACTOR.
- B. Payment for installation of dual check valve shall include the necessary cutting, fitting and materials required for proper installation.
- C. Measurement and payment shall be per each.

PART 4 - EXECUTION – UNIT PRICE SCHEDULE

4.01 UNIT PRICE SCHEDULE ITEM #1 – REPLACE ANGLE STOP

- A. Payment for replacement of angle stop shall include furnishing and complete installation of angle stops found to be defective and shall include the necessary cutting, fitting and materials required for proper installation.
- B. Measurement and payment shall be per each.

4.02 UNIT PRICE SCHEDULE ITEM #2 – REPAIR OR LINE BREAK

- A. Payment for repair or line break shall include furnishing and complete installation pipe repair when leaks are found before or after the meter box discovered prior to Contractors work at that location and shall include the necessary cutting, fitting and materials required for proper installation.
- B. Measurement and payment shall be per each.

4.03 UNIT PRICE SCHEDULE ITEM #3 – SERVICE LINE EXTENSION (RELOCATE SIDEWALK METERS TO BACK OF WALK)

- A. Payment for service line extension shall include furnishing and complete installation required to relocate existing water meter boxes outside of a sidewalk into the grassed area at the back of the sidewalk.
- B. Payment for service line extension shall include tubing pack joint coupling, service tubing extension and corporation stop and shall include the necessary cutting, fitting and materials required for proper installation and coordination with the water meter(s) and meter box.
- C. Measurement and payment shall be per each.

4.04 UNIT PRICE SCHEDULE ITEM #4 – SIDEWALK REPLACEMENT (5'X5', 4" THICK)

- A. Payment for sidewalk replacement shall include furnishing and complete installation of concrete sidewalk 5'x4' and 4" thick in accordance with City standards.
- B. Measurement and payment shall be per each.

4.05 BID ITEM #5 – FURNISH ANTENNA BOOSTER

- A. Payment for the furnishing of one-antenna booster, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR must provide the antenna booster as specified Section 15200 – Water Meters and Appurtenances, no substitutions permitted.
- C. The antenna booster may be required by the City on a case-by case basis.
- D. Should the antenna booster be required by the City, the cost of installation shall be considered incidental to the cost of installation of CITY-Furnished water meters.
- E. Measurement and payment shall be per each.

END OF SECTION

## SECTION 01030 - REFERENCES

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. Applicable Publications: Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the DRAWINGS shall be waived because of any provision of, or omission from, said standards or requirements.
- B. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These assignments shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. The final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

## 1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of the REFERENCE SPECIFICATIONS, CODES AND STANDARD to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to "Building Code" or "Code" shall mean the Florida Building Code. The latest edition of the code as approved and used at the local agency having jurisdiction, shall apply to the WORK herein, including, all addenda, modifications, amendments, or other lawful changes thereto.
- C. Applicable Standard Specifications: The CONTRACTOR shall construct the Work specified herein in accordance with the requirements of the CONTRACT DOCUMENTS and the referenced portion of those referenced codes, standards, and specifications listed herein, and their referenced documents; except, that wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.
- D. In case of conflicts between codes, reference standards, DRAWINGS and other

CONTRACT DOCUMENTS, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarifications and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

### 1.03 TRADE NAMES AND ALTERNATIVES

- A. For convenience in designation in the CONTRACT DOCUMENTS, materials to be incorporated in the WORK may be designated under a trade name or the name of a manufacturer and its catalog information. The use of alternative material which is equal in quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:
  - 1. The burden of proof as to the quality and suitability of such alternative equipment, products, or other materials shall be upon the CONTRACTOR.
  - 2. The ENGINEER will be the sole judge as to the comparative quality and suitability of such alternative equipment, products, or other materials and its decisions shall be final.
  - 3. Base Bid requirements outlined in the Supplement to Bid Form, shall supersede any language contained hereinafter.
- B. Whenever in the CONTRACT DOCUMENTS the name or the name and address of the manufacturer or distributor is given for a product or other material, or if any other source of a product or material is indicated therefore, such information is given for the convenience of the CONTRACTOR only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the CONTRACTOR to determine the accurate identity and location of any such manufacturer, distributor, or other source of any product or material called for in the CONTRACT DOCUMENTS.
- C. The CONTRACTOR may offer any material, process, or equipment which it considers equivalent to that indicated. Unless otherwise authorized in writing by the ENGINEER, the substantiation of offers of equivalency must be submitted within 30 days after execution of the Agreement. The CONTRACTOR, at its sole expense, shall furnish data concerning items it has offered as equivalent to those specified. The CONTRACTOR shall have the material as required by the ENGINEER to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the items will fulfill its intended function. Installation and

use of a substitute item shall not be made until accepted by the ENGINEER. If a substitute offered by the CONTRACTOR is found to be not equal to the specified material, the CONTRACTOR shall furnish and install the specified material.

- D. The CONTRACTOR'S attention is further directed to the requirement that failure to submit data substantiating a request for the substitution of an "or equal" item within said 30-day period after the execution of the Agreement, shall be deemed to mean that the CONTRACTOR intends to furnish one of the specific brand-named products named in the specification, and the CONTRACTOR does hereby waive all rights to offer or use substitute products in each such case. Wherever a proposed substitute product has not been submitted within said 30-day period, or wherever the submission of a proposed substitute product fails to meet the requirements of the specifications and an acceptable resubmittal is not received by the ENGINEER within said 30-day period, the CONTRACTOR shall furnish only one of the products originally-named in the CONTRACT DOCUMENTS.

#### 1.04 ABBREVIATION

- A. Wherever in these specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronyms or abbreviation only. As a guide to the user of these specifications, the following acronyms and abbreviations which may appear in these specifications shall have the meanings indicated herein.

#### 1.05 ABBREVIATIONS AND ACRONYMS

- A. Abbreviations and acronyms contained in the CONTRACT DOCUMENTS may include, but not be limited to, the following:

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of the State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACPPA	American Concrete Pressure Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGC	Associated General CONTRACTORS
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association

ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturers Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering CONTRACTORS Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DCDMA	Diamond Core Drill Manufacturers Association
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
HI	Hydraulic Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturers Association
MPTA	Mechanical Power Transmission Association
MTI	Marine Testing Institute



NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory
Standards	
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NGLI	National Grease Lubricating Institute
NMA	National Microfilm Association
NRCA	National Roofing CONTRACTORs Association
NWMA	National Woodwork Manufacturers Association
NWWA	National Water Well Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast Concrete Institute
PDI	Plumbing and Drainage Institute
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBC	Southern Building Code Congress International, Inc.
(SBCCI)	
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code
Congress	
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works
Construction	
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WPCF	Water Pollution Control Federation
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Submit Applications for Payment to the ENGINEER in accordance with the schedule established by Conditions of the Agreement between CITY and CONTRACTOR and the CONTRACT DOCUMENTS.

1.02 FORMAT AND DATA REQUIRED

- A. Submit applications typed on forms provided by the OWNER (or forms provided by CONTRACTOR and agreed to by OWNER), Application for Payment, with itemized data typed on 8 1/2 inch x 14 inch white paper and continuation sheets.
- B. Payment forms shall show significant detail to substantiate request. Additional detail may be required by the ENGINEER.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
  - 1. Fill in total list of scheduled component items of work, with item number and scheduled dollar value for each item.
  - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
    - a. Round off values to nearest dollar, or as specified.
  - 3. List each Change Order Number, and description, as for an original component item or work.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER or the ENGINEER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project
2. Application number and date
3. Detailed list of enclosures
4. For stored products:
  - a. Item number and identification as shown on application.
  - b. Description of specific material.
  - c. Copy of material invoice.
  - d. Address of location where item is stored
  - e. Photographs of item (if requested)
- B. Submit one copy of data cover letter for each copy of application.
- C. As a prerequisite for payment, CONTRACTOR is to submit the following:
  1. A "Surety Acknowledgment of Payment Request" letter showing amount of progress payment which the CONTRACTOR is requesting,
  2. Updated construction schedule for review by the ENGINEER,
  3. Construction photographs.

#### 1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Provide FINAL COMPLETION documentation for the final statement of accounting.
- C. Submit final record DRAWINGS.

#### 1.06 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the ENGINEER at the times stipulated in the Agreement.
- B. Number: Five copies of each Application.
- C. When the ENGINEER finds Application properly completed and correct, he will transmit certificate of payment to OWNER, with copy to CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01210 - PROJECT MEETINGS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. The CONTRACTOR shall schedule and administer preconstruction meetings, periodic progress meetings, and specially called meetings throughout the progress of work. The CONTRACTOR shall:
  - 1. Prepare agenda for meetings.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Record in writing the minutes; include significant proceedings and decisions and submit to ENGINEER for approval prior to distribution.
  - 5. Record the meeting with an audio recording device.
  - 6. Reproduce and distribute copies of minutes within five working days after each meeting:
    - a. To participants in the meeting.
    - b. To parties affected by decisions made at the meeting.
- B. Representatives of CONTRACTOR, sub-contractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend meetings to assure that work is executed consistent with CONTRACT DOCUMENTS and construction schedules.

#### 1.02 PRECONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 15 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties designated by the OWNER.
- C. Attendance:
  - 1. OWNER's Representative.
  - 2. ENGINEER and his Professional Consultants.
  - 3. Resident Project Representative.
  - 4. CONTRACTOR's Superintendent.

5. Major Sub-contractor's.
6. Major Suppliers.
7. Utilities.
8. Others as appropriate.

D. Suggested Agenda:

1. Distribution and discussion of:
  - a. List of major sub-contractors and suppliers.
  - b. Projected Construction Schedule.
2. Critical work sequencing/critical path scheduling.
3. Major equipment deliveries and priorities.
4. Project Coordination.
  - a. Designation of responsible personnel.
5. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Applications for Payments.
6. Adequacy of Distribution of CONTRACT DOCUMENTS.
7. Procedures for maintaining Record Documents.
8. Use of Premises:
  - a. Office, Work and Storage Areas.
  - b. OWNER's Requirements.
9. Construction facilities, controls and construction aids.
10. Temporary Utilities.

1.03 PROGRESS MEETINGS

- A. Schedule regular periodic meetings. The progress meetings will be held as required by progress of the work or as required by the ENGINEER or the OWNER.
- B. Hold called meetings as required by progress of the work.



- C. Location of the meetings: Project field office of the CONTRACTOR or ENGINEER.
- D. Attendance:
  - 1. ENGINEER, and his professional consultants as needed.
  - 2. Sub-contractor's as appropriate to the agenda.
  - 3. Suppliers as appropriate to the agenda.
  - 4. Others as appropriate.
- E. Suggested Agenda:
  - 1. Review, approval of minutes of previous meeting.
  - 2. Review of work progress since previous meeting.
  - 3. Field observations, problems and conflicts.
  - 4. Problems which impede Construction Schedule.
  - 5. Review of offsite fabrication, delivery schedule.
  - 6. Corrective measures and procedures to regain projected schedule.
  - 7. Revisions to Construction Schedule.
  - 8. Progress, schedule, during succeeding work period.
  - 9. Coordination of schedules.
  - 10. Review submittal schedules; expedite as required.
  - 11. Maintenance of quality standards.
  - 12. Pending changes and substitutions.
  - 13. Review proposed changes for:
    - a. Effect on Construction Schedule and on a completion date.
    - b. Effect on other contracts of the Project.
  - 14. Other business.
  - 15. Construction schedule.
  - 16. Critical/long lead items.
- F. The CONTRACTOR is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss

pertinent topics such as deliveries of materials and equipment, progress of work, etc.

- G. The CONTRACTOR is to provide a current submittal log at each progress meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01220 - CONSTRUCTION SCHEDULES

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Promptly after Award of the Contract and within ten days after the effective date of the Agreement, prepare and submit to the ENGINEER an estimated construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules on a monthly basis.
- C. No partial payments shall be approved by the ENGINEER until there is an approved up to date construction progress schedule on hand.
- D. The CONTRACTOR shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the CONTRACTOR shall have direct project control and complete authority to act on behalf of the CONTRACTOR's schedule.

#### 1.02 FORM OF SCHEDULES

- A. Prepare schedules for submittal each month with pay request. The form of the schedule is to be Microsoft Project or approved equal. The Schedule is to indicate work completed to date and additions to or deletions from the schedule.
  - 1. Provide separate horizontal bar for each trade or operation within each structure or item.
  - 2. Horizontal time scale: In weeks from start of construction and identify the first work day of each month.
  - 3. Scale and spacing: To allow space for notations and future revisions.
- B. Format of listings: The chronological order of the start of each item of work for each structure.
- C. Identification of listings: By major specification section numbers as applicable and structure.

#### 1.03 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity.
  - 2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale.

Specifically list, but not limited to:

- a. Receiving Materials
  - b. Pipeline Installations
  - c. Testing
  - d. Restoration
  - e. Startup
  - f. Record DRAWINGS
  - g. Permit Close-out
  - h. Punch List
  - i. OWNER Activities, Including Inspections
3. Show projected percentage of completion for each item, as of the first of each month.
  4. Show projected dollar cash flow requirements for each month of construction.
  5. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of the OWNER and CONTRACTOR.
  6. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends work beyond contract completion date.
  7. If the CONTRACTOR provides an accepted schedule with an early completion date, the OWNER reserves the right to reduce the duration of the work to match the early completion date by issuing a deductive Change Order at no change in Contract Price.
- B. Submittal Schedule for Shop DRAWINGS and Samples must include the following:
1. The dates for CONTRACTOR's submittals.
  2. The date's submittals will be required for OWNER furnished products, if applicable.
  3. The dates approved submittals will be required from the ENGINEER.
- C. A list of all long lead items (equipment, materials, etc.).

#### 1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
  - 1. Major changes in scope.
  - 2. Activities modified since previous submission.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
  - 1. Problem areas, anticipated delays, and the impact on the schedule.
  - 2. Corrective action recommended, and its effect.
  - 3. The effect of changes on schedules of other prime CONTRACTORS.

#### 1.05 SUBMISSIONS

- A. Submit initial schedules to the ENGINEER within 10 days after the effective date of the Agreement.
  - 1. The ENGINEER will review schedules and return review copy within 21 days after receipt.
  - 2. If required, resubmit within 7 days after return of review copy.
- B. Submit a minimum of five (5) copies of revised monthly progress schedules with that month's application for payment.

#### 1.06 DISTRIBUTION

- A. Distribute copies of reviewed schedules to:
  - 1. OWNER (Two copies)
  - 2. ENGINEER (Two copies)
  - 3. Job Site File (One copy)
  - 4. Sub-contractor's (As needed)
  - 5. Other Concerned Parties (As needed)
- B. Instruct recipients to report promptly to the CONTRACTOR, in writing, any problems anticipated by the projections shown in the schedule.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01320 - SUBMITTALS

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. The CONTRACTOR shall submit to the ENGINEER for review, such working DRAWINGS, shop DRAWINGS, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working DRAWINGS, shop DRAWINGS, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract DRAWINGS.
- B. The CONTRACTOR shall submit five (5) copies of shop DRAWINGS or other data to the ENGINEER.
- C. Within thirty (30) calendar days after the effective date of the Agreement, the CONTRACTOR shall submit to the ENGINEER a complete list of preliminary data for which Shop DRAWINGS are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specific items. Review of this list by the ENGINEER shall in no way expressed or implied relieve the CONTRACTOR from submitting complete Shop DRAWINGS and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop DRAWINGS.
- D. The CONTRACTOR is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the OWNER and ENGINEER. This log should include the following items:
  - 1. Submittal-Description and Number assigned.
  - 2. Date to ENGINEER.
  - 3. Date returned to CONTRACTOR (from ENGINEER).
  - 4. Status of Submittal (Approved/Resubmit/Rejected).
  - 5. Date of Resubmittal and Return (as applicable).
  - 6. Date material released (for fabrication).
  - 7. Projected date of fabrication.
  - 8. Projected date of delivery to site.
  - 9. Status of O & M submittal.



## 1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the CONTRACTOR to check all DRAWINGS, data and samples prepared by or for him before submitting them to the ENGINEER for review. Each and every copy of the DRAWINGS and data shall bear CONTRACTOR's stamp. If not, it will be returned to the CONTRACTOR for conformance with this requirement. Shop DRAWINGS shall indicate any deviations in the submittal from requirements of the CONTRACT DOCUMENTS.
- B. Determine and verify:
  - 1. Field measurements
  - 2. Field construction criteria
  - 3. Catalog numbers and similar data
  - 4. Conformance and Specifications
- C. The CONTRACTOR shall furnish the ENGINEER a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working DRAWINGS, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop DRAWINGS, Working DRAWINGS and Samples will be needed.
- E. The CONTRACTOR shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, approved by the ENGINEER.
- F. The CONTRACTOR shall submit to the ENGINEER all shop DRAWINGS, working DRAWINGS and samples sufficiently in advance of construction requirements and shall account for ENGINEERs Shop Drawing review time accordingly.
- G. The CONTRACTOR shall submit two (2) copies of descriptive or product data submittals to complement shop DRAWINGS for the ENGINEER plus the number of copies which the CONTRACTOR requires. The ENGINEER will retain two (2) sets. All blueprint shop DRAWINGS shall be submitted with one (1) set of reproducible and four (4) sets of print. The ENGINEER will review the DRAWINGS and return to the CONTRACTOR the set of marked-up DRAWINGS with appropriate review comments.
- H. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the review and Approval by ENGINEER of the necessary Shop DRAWINGS.

### 1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The ENGINEER's review of DRAWINGS, data and samples submitted by the CONTRACTOR will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The ENGINEER's review and exception if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of DRAWINGS and schedules will be general, and shall not be construed:
  - 1. As permitting any departure from the Contract requirements;
  - 2. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
  - 3. As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. If the DRAWINGS or schedule as submitted describe variations and/or show a departure from the Contract requirements which ENGINEERs finds to be in the interest of the OWNER and to be minor as not to involve a change in the Contract Price or time for performance, the ENGINEER may return the reviewed DRAWINGS without noting an exception.
- D. When reviewed by the ENGINEER, each of the Shop DRAWINGS will be identified as having received such review being so stamped and dated. Shop DRAWINGS stamped "REJECTED" and with required corrections shown will be returned to the CONTRACTOR for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as the first submittals. On resubmittals, the CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop DRAWINGS, to revisions other than the corrections requested by the ENGINEER on previous submissions. The CONTRACTOR shall make any corrections required by the ENGINEER.
- F. If the CONTRACTOR considers any correction indicated on the DRAWINGS to constitute a change to the Contract DRAWINGS or Specifications, the CONTRACTOR shall give written notice thereof to the ENGINEER.
- G. The ENGINEER will review one submittal and one re-submittal after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER's charges to the OWNER under the terms of the ENGINEER's agreement with the OWNER.
- H. When the Shop DRAWINGS have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.
- I. No partial submittals will be reviewed. Submittals not complete will be returned

to the CONTRACTOR, and will not be considered "Rejected" until resubmitted.

- J. The ENGINEER shall return Shop Drawing submittals to the CONTRACTOR within twenty-one (21) days calendar days from the date the ENGINEER receives them.

#### 1.04 SHOP DRAWINGS

- A. When used in the CONTRACT DOCUMENTS, the term "Shop DRAWINGS" shall be considered to mean CONTRACTOR's plans for material and equipment which become an integral part of the Project. These DRAWINGS shall be complete and detailed. Shop DRAWINGS shall consist of fabrication, erection and setting DRAWINGS and schedule DRAWINGS, manufacturer's scale DRAWINGS, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop DRAWINGS as defined above.
- B. DRAWINGS and schedules shall be checked and coordinated with work of all trades involved, before they are submitted for review by the ENGINEER and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. DRAWINGS or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.
- C. Each Shop Drawing, shall have a blank area 3 1/2 inches by 3 1/2 inches, located adjacent to the title block. The title block shall display the following:
  - 1. Number and title of the drawing.
  - 2. Date of drawing or revision.
  - 3. Name of project building or facility.
  - 4. Name of CONTRACTOR and sub-Contractor submitting drawing.
  - 5. Clear identification of contents and location of work.
  - 6. Specification title and number.
- D. If DRAWINGS show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such DRAWINGS have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other

pertinent data.

- F. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted along with each shop drawing submittal.
- G. All manufacturers or equipment supplier who proposes to furnish equipment or products under Divisions 11, 12, 13, 14, 15 and 16 shall submit an installation list to the ENGINEER along with the required shop DRAWINGS. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five (5) years.
- H. Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.
- I. Before final payment is made, the CONTRACTOR shall furnish to ENGINEER two (2) sets of record shop DRAWINGS all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, piping, electrical system and instrumentation system.

#### 1.05 WORKING DRAWINGS

- A. When used in the CONTRACT DOCUMENTS, the term "working DRAWINGS" shall be considered to mean the CONTRACTOR's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false-work; for underpinning; and for such other work as may be required for construction, but does not become an integral part of the project.
- B. Copies of working DRAWINGS as noted in subparagraph 1.06A above, shall be submitted to the ENGINEER where required by the CONTRACT DOCUMENTS or requested by the ENGINEER, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the ENGINEER) in advance of their being required for work.
- C. Working DRAWINGS shall be signed by a Registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working DRAWINGS must have been reviewed without specific exceptions by the ENGINEER, which review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract. The CONTRACTOR assumes all risks of error; the OWNER and ENGINEER shall have no responsibility therefore.

1.06 SAMPLES

- A. The CONTRACTOR shall furnish, for the approval of the ENGINEER, samples required by the CONTRACT DOCUMENTS or requested by the ENGINEER. Samples shall be delivered to the ENGINEER as specified or directed. The CONTRACTOR shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the ENGINEER.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture and pattern.
  - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating
  - 1. Name of Project
  - 2. Name of CONTRACTOR and Sub-contractor
  - 3. Material or Equipment Represented
  - 4. Place of Origin
  - 5. Name of Producer and Brand (if any)
  - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.07B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the ENGINEER. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01330 – SCHEDULE OF VALUES

### PART 4 - GENERAL

#### 4.01 DESCRIPTION

- A. Submit to the ENGINEER a Schedule of Values allocated to the various portions of the Work, within 10 days after the effective date of the Agreement.
- B. Upon request of the ENGINEER, support the values with data which will substantiate their correctness.
- C. Once approved, the Schedule of Values shall be used as the basis for the CONTRACTOR's Applications for Payment.

#### 4.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Present schedule on an 8-1/2 inch x 11 inch white paper; CONTRACTOR's standard forms and automated printout will be considered for approval by the ENGINEER upon CONTRACTOR's request. Identify schedule with:
  - 1. Title of Project and location
  - 2. ENGINEER and Project number
  - 3. Name and Address of CONTRACTOR
  - 4. Contract designation
  - 5. Date of submission
- B. Schedule shall list the installed value of the component parts to include individual equipment, piping, electrical, paving, of the Work (as required) in sufficient detail to serve as a basis for computing values for progress payments during construction and for additions and deletions to the Work.
- C. For the various portions of the Work:
  - 1. Each item shall include a directly proportional amount of the CONTRACTOR's overhead and profit.
- D. The sum of all values listed in the schedule shall equal the total Contract Sum.
- E. Schedules are subject to ENGINEER's approval wherein additional line item detail may be required.

PART 5 - PRODUCTS (NOT USED)

PART 6 - PRODUCTS (NOT USED)

END OF SECTION



## SECTION 01350 - VIDEO PRE-CONSTRUCTION RECORD

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. The CONTRACTOR shall provide a continuous color video of the individual route including each meter location prior to construction.

#### 1.02 SCHEDULE REQUIRED

- A. Video recordings shall not be made more than 30 days prior to construction. No construction shall begin prior to review and approval of the CD's by the ENGINEER and the OWNER. CD's not conforming to the Specifications shall be resubmitted at no additional charge.

#### 1.03 PROFESSIONAL VIDEOGRAPHERS

- A. The CONTRACTOR shall engage the services of a professional videographer. The color audio-visual tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-visual documentation.

### PART 2 - PRODUCTS

- A. The finished product shall be a bright, sharp, clear picture free of distortion and show in sufficient detail acceptable to the ENGINEER.
- B. The CONTRACTOR shall furnish to the ENGINEER and the OWNER two (2) copies each of the electronic file, which becomes a project record document.

### PART 3 - EXECUTION

- A. The video recording shall show all surface features located within the construction zone. These features shall include, but not be limited to, roadways, sidewalks, meter boxes, meters, outside of houses (front and sides), driveways, culverts, walls, fences and landscaping.
- B. Electronic storage media shall be labeled and identified by project title and project number.
- C. Where station numbering is used, coverage shall begin at the lowest station number and be continuous until the highest station number is reached. Otherwise, the entire length of the project shall be documented including each plan sheet.

END OF SECTION

## SECTION 01360 – QUALITY CONTROL

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. This Section describes the CONTRACTORs minimum responsibilities in meeting the quality requirements of the CONTRACT DOCUMENTS.

#### 1.02 OBSERVATION AT PLACE OF MANUFACTURE

- A. Unless otherwise specified, all products, materials, and time and equipment shall be subject to observation by the OWNER and the ENGINEER at the place of manufacture.
- B. The presence of the OWNER and/or the ENGINEER at the place of manufacture however, shall not relieve the CONTRACTOR of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the CONTRACT DOCUMENTS. Compliance is a duty of the CONTRACTOR.
- C. The CONTRACTOR shall advise the OWNER and ENGINEER promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture.
- D. The ENGINEER may require the CONTRACTOR to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the CONTRACTOR Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the CONTRACTOR, and no extra charge to the OWNER shall be allowed on account of such testing and certification.

#### 1.03 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.
- B. The OWNER and the ENGINEER reserve the right to use any generally accepted system of sampling and testing which will insure the quality of the workmanship is in full accord with the CONTRACT DOCUMENTS.
- C. Any waiver by the OWNER or ENGINEER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements.

- D. The OWNER and ENGINEER reserve the right to make independent investigations and tests at any time
- E. Failure of any portion of the Work to meet any of the requirements of the Contract Document shall be reasonable cause for the OWNER or ENGINEER to require the removal or correction and reconstruction of any such Work at the cost of the CONTRACTOR.

#### 1.04 SITE INVESTIGATION AND CONTROL

- A. The CONTRACTOR shall verify all dimensions in the field and shall check field conditions continuously during construction. The CONTRACTOR shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The CONTRACTOR shall inspect related and appurtenant work, and shall report in writing to the OWNER and ENGINEER any conditions that will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at its cost.

#### 1.05 OBSERVATION AND TESTING

- A. The work or actions of the testing laboratory shall in no way relieve the CONTRACTOR of its obligations under the Contract. The laboratory testing work will include such observations and testing required by the OWNER or ENGINEER. The testing laboratory will have no authority to change the requirements of the CONTRACT DOCUMENTS, nor perform, accept or approve any of the CONTRACTOR's Work.
- B. The CONTRACTOR shall allow the OWNER and ENGINEER ample time and opportunity for field observation and testing materials and equipment to be used in the Work.
- C. The CONTRACTOR shall at all times furnish the OWNER and the ENGINEER facilities, including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
- D. The CONTRACTOR must anticipate that possible delays may occur in the execution of its work due to the necessity of materials and equipment being inspected and accepted for use.
- E. The CONTRACTOR shall furnish, at its own expense, all samples of materials required by the OWNER or ENGINEER for testing, and shall make its own arrangements for providing water, electric power, or fuel for the various observations and tests of structures and equipment.

#### 1.06 RIGHT OF REJECTION

- A. The OWNER and ENGINEER, shall have the right, at all times and places, to

reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Design Criteria Package, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site.

- B. If the OWNER or its representative, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the CONTRACT DOCUMENTS, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected.
- C. The CONTRACTOR shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 BUOYANCY

- A. The CONTRACTOR shall be completely responsible for any tanks, pipelines, manholes, foundations or similar improvements that may become buoyant during the construction operations due to groundwater levels. Should there be any possibility of buoyancy, the CONTRACTOR shall take the necessary steps to prevent damage due to floating or flooding, and shall repair or replace said improvements at no additional cost.

### 3.02 DEVIATION FROM SPECIFICATIONS

- A. If any part of a submittal deviates from the plans and specifications, it is up to the CONTRACTOR to indicate such deviation—in writing—to the ENGINEER, for determination as to acceptance of the deviation. If no deviation is submitted, it is assumed that the CONTRACTOR has fully and completely followed the plans and specifications, and that any discrepancy discovered during construction shall be corrected completely at the expense of the CONTRACTOR.

### 3.03 AMERICANS WITH DISABILITIES ACT (ADA)

- A. The CONTRACTOR shall make every effort to ensure all concrete work including, but not limited to accessible sidewalks, routes, ramps and curb ramps is compliant with the ADA and Florida Building Code Accessibility.
- B. Prior to and during concrete placement, the CONTRACTOR shall verify the formwork for compliance. Any and all concrete work which is not compliant shall be removed and replaced at no cost to the OWNER.

END OF SECTION

## SECTION 01370 – MATERIALS INSTALLATION AND TESTING

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform materials and installation testing of the type and frequency specified in the CONTRACT DOCUMENTS including, but not limited to, Geotechnical Testing Services and concrete testing.
- B. Geotechnical Testing Services shall include, but not be limited to, periodic site inspections, soil proctor tests, soil classification tests and soil densities or compaction tests.
- C. The ENGINEER may, at any time, elect to have materials and equipment tested for conformity with the CONTRACT DOCUMENTS.
- D. CONTRACTOR shall include cost of testing in the Contract Price.
- E. Piping pressure test and bacteriological testing shall be in accordance with the applicable Section.

#### 1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of CONTRACT DOCUMENTS
  - 2. Approve or accept any portion of the Work
  - 3. Perform any duties of the CONTRACTOR

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 CONTRACTOR'S RESPONSIBILITIES

- A. Provide all testing required by the CONTRACT DOCUMENTS as well as laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Employment of the laboratory shall in no way relieve CONTRACTOR's obligations to perform the Work of the Contract.
- C. Cooperate with laboratory personnel, and provide access to Work and to Manufacturer's operations.

- D. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- E. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- F. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested
  - 2. To obtain and handle samples at the Project site or at the source of the product to be tested
  - 3. To facilitate inspections and tests
  - 4. For storage and curing of test samples
- G. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - 1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR's negligence.
- H. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, and testing required for the CONTRACTOR's convenience.
- I. If the OWNER requests tests in addition to those specified in the contract, and if the test results indicate the material or equipment complies with the CONTRACT DOCUMENTS, the OWNER shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the CONTRACT DOCUMENTS, the CONTRACTOR may pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the CONTRACTOR.
- J. The CONTRACTOR shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and agency is not notified sufficiently in advance of cancellation to avoid the trip.

END OF SECTION

## SECTION 01380 - CONTROL OF WORK

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate and a quantity large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Proposal. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to secure the quality of the work and rate of progress required.

## 1.02 PIPE LOCATIONS

- A. Pipeline shall be located substantially as indicated on the DRAWINGS, but the ENGINEER reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

## 1.03 OBSTRUCTIONS

- A. The attention of the CONTRACTOR is drawn to the fact that during digging at the Project site, the possibility exists of the CONTRACTOR encountering various water, sewer, gas, telephone, electrical, or other lines not shown on the DRAWINGS. The CONTRACTOR shall exercise extreme care before and during digging to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, The CONTRACTOR shall repair the line at no cost to the OWNER.
- B. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the CONTRACT DOCUMENTS.
- C. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the work. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.
- D. The number of exploratory excavations required shall be that number which is



sufficient to determine the alignment and grade of the utility. Test pits shall be dug at the CONTRACTOR's expense, as directed.

- E. The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- F. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- G. Where the proper completion of the work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- H. Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR at the CONTRACTOR's expense. Sewer laterals are included.
- I. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement OWNER before being concealed by backfill or other work.
- J. All power, telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and any other cables encountered along the line of the work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the OWNER of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not



discovered until after completion of the backfilling.

#### 1.04 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the ENGINEER. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the ENGINEER may require special construction procedures such as limiting the length of open trench or prohibiting stacking excavated material in the street, and requiring that the trenches shall not remain open overnight.
- B. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

#### 1.05 TEST PITS

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the CONTRACTOR at his cost at the direction of the ENGINEER. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the ENGINEER.

#### 1.06 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the DRAWINGS. However, when in the opinion of the ENGINEER or the OWNER this procedure is not feasible he may direct the use of fittings.

#### 1.07 SANITATION

- A. Toilet Facilities - Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes - The CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.

#### 1.08 RELOCATIONS

- A. The CONTRACTOR shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the DRAWINGS. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the OWNER.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the General CONTRACTOR and his sub-contractors or trades, and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or sub-contractor having jurisdiction, unless otherwise indicated herein or directed by the ENGINEER.

##### 3.02 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. Further, the CONTRACTOR shall take all necessary precaution to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the OWNER.

##### 3.03 PRIVATE LAND

- A. The CONTRACTOR shall not enter or occupy private land outside of easements, except by **written permission** of the land OWNER.

##### 3.04 RESTORATION

- A. Temporary restoration shall be completed within five days of pipe installation. Temporary restoration shall include all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the CONTRACTOR. These areas shall be kept clean and neat, free of dust and dirt,

until final restoration operations are completed. The CONTRACTOR is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the ENGINEER.

- B. Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.
- C. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the ENGINEER.
- D. In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.
- E. The CONTRACTOR shall test an installed section of pipeline within five calendar days from completion of the pipeline. A section of pipe is defined as a pipe section which can be isolated by valves for appurtenances is satisfactorily completed, the CONTRACTOR shall provide the ENGINEER with a "Schedule of Existing Facilities Restoration" which will be reviewed and be acceptable to the ENGINEER. The schedule shall show the existing facilities to be restored and schedule of beginning and completion dates for each item of restoration. The work for completing the final restoration of existing facilities for a tested section of work shall be completed within 30 days of acceptance of the pipeline testing.

END OF SECTION

## SECTION 01390 - TEMPORARY UTILITIES

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Furnish, install and maintain temporary utilities required for construction, remove on completion of work.
- B. Pay all fees associated with temporary utilities including water consumption charges.

#### 1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department and Environmental Regulations.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

#### 2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the OWNER.
- B. Install circuit and branch wiring, with the area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate to work, and all areas accessible to the public.

#### 2.03 TEMPORARY WATER

- A. Arrange with the CITY to provide water for construction purposes. This will include rental of a City supplied construction meter with backflow device.

#### 2.04 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems as work progress requires.

#### 3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.
- D. Contractor shall maintain all emergency, caution signs, security barriers, etc. until all temporary materials and equipment are removed.

END OF SECTION

## SECTION 01400 - EXISTING UTILITIES

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. This Section provides for specifications related to construction in the vicinity of existing utilities.

#### 1.02 CONTRACTOR RESPONSIBILITIES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities including, but not limited to, electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Prior to underground construction, the CONTRACTOR is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.
- C. Where existing utilities and structures are indicated in the CONTRACT DOCUMENTS, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the CONTRACTOR to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the CONTRACTOR shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- D. NOTIFICATION of utility OWNER
- E. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the OWNERS or agencies responsible for such facilities not less than three days nor more than seven days prior to excavation so that a representative may be present during such excavation.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 TEMPORARY CONNECTIONS

- A. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections

shall be provided, as required, to insure no interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the CONTRACTOR at his own expense in a manner approved by the ENGINEER and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the CONTRACTOR shall be responsible for all costs thereof.

### 3.02 UTILITY SUPPORT

- A. Where excavations by the CONTRACTOR require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the CONTRACTOR. All such work shall be performed in a manner satisfactory to the CITY and the respective authority having jurisdiction over such work.

### 3.03 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as water, chemical, electrical, or other service lines must be crossed, deflection of the pipe within limits recommended by the pipe manufacturer and the required minimum cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the DRAWINGS. However, when, in the opinion of the OWNER or ENGINEER, this procedure is not feasible the ENGINEER may direct the use of fittings for a utility crossing as detailed on the DRAWINGS. All existing utilities shall be pothole located prior to construction of conflicting piping.

### 3.04 ADVANCE INVESTIGATIONS

- A. The CONTRACTOR shall be responsible for uncovering and exposing existing utilities sufficiently in advance of pipe laying operations to confirm elevation, size, and material and clearance separation. If, upon excavation, an existing utility is found to be in conflict with the proposed construction or be of a size or material different from what is shown on the plans, the CONTRACTOR shall immediately notify the ENGINEER, who will in turn prepare a recommendation. Failure of the CONTRACTOR to perform the advance investigation shall not relieve it of any claims for delay or damages.

### 3.05 UNFORESEEN UTILITIES

- A. The attention of the CONTRACTOR is drawn to the fact that during excavation, the possibility exists of encountering water, sewer, petroleum, gas, telephone, electrical, or other utilities not shown on the DRAWINGS. The CONTRACTOR is responsible for obtaining utility locations from the utility OWNERS or utility locating company. The CONTRACTOR shall exercise extreme care before and during digging to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the CONTRACTOR shall repair the line at the no cost to the OWNER.

### 3.06 CONNECTIONS TO EXISTING SYSTEMS

- A. The CONTRACTOR shall perform all work necessary to locate, excavate, and prepare for connections to the terminus of the existing mains all as shown on the DRAWINGS or where directed by the OWNER. The cost of this work and the cost for the actual connection to the existing mains shall be included in the bid price as a separate item and shall not result in any additional cost to the OWNER.

### 3.07 MAINTENANCE OF EXISTING STORM WATER FACILITIES OPERATION

- A. The CONTRACTOR shall take notice that existing storm water pump station is operated in the construction area. It is the responsibility of the CONTRACTOR to contact the OWNER's utility operator and ascertain the extent of any specific service area.
- B. The CONTRACTOR shall fully cooperate at all times with the OWNER in order to maintain the operation of the existing facilities with the least amount of interference and interruption possible. Continuous service, public health, and safety considerations shall exceed all others and the CONTRACTOR's schedule, plans, and work shall at all times be subject to alteration and revision, if necessary, for the above considerations.
- C. The ENGINEER and OWNER reserve the right to require the CONTRACTOR to work 24 hours per day in all cases where, in their opinion, interference with operation of the system may result.
- D. In no case will the CONTRACTOR be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete the interfering portion of the work are on the site, or a temporary by-pass system is effectively in place. All existing utilities shall be pothole located prior to construction of conflicting piping.
- E. The CONTRACTOR shall provide emergency storm drainage pumping as specified in the CONTRACT DOCUMENTS.

### 3.08 RESTORATION OF PAVEMENT

- A. General: All paved areas including concrete, asphaltic concrete, berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the CONTRACT DOCUMENTS. All pavements which are subject to partial removal shall be neatly saw-cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent



surfaces, the CONTRACTOR shall saw-cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

END OF SECTION

## SECTION 01410 – PROTECTION OF EXISTING PROPERTY

### PART 1 - GENERAL

#### 1.01 SPECIFICATION INCLUDES

- A. The CONTRACTOR shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this project. Any damage or injury occurring on account of any act, omission or neglect on the part of the CONTRACTOR shall be restored in a proper and satisfactory manner or replaced by and at the expense of the CONTRACTOR to an equal or superior condition than previously existed.
- B. In the event of any claims for damage or alleged damage to property as a result of work, the CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the CONTRACTOR, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the CONTRACTOR shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

#### 1.02 BARRICADES, WARNING SIGNS AND LIGHTS

- A. In addition to the requirements of this Specification, the CONTRACTOR shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights for the preservation and protection of property adjacent to the work site. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

#### 1.03 TREES AND LANDSCAPING PROTECTION

- A. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or landscaping in or near the project site, and shall not trim or remove any trees or landscaping unless such trees or landscaping have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees or landscaping which are damaged during construction shall be replaced by the CONTRACTOR or a certified tree/landscaping company to the satisfaction of the OWNER.
- B. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency or OWNER if any tree or landscaping is damaged by the CONTRACTOR's operations. If, in the opinion of the jurisdictional agency or OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree or landscaping at its own expense. The tree or landscaping shall be of a like size and variety as the tree or landscaping damaged, or, if of a smaller size, the CONTRACTOR shall pay any compensatory payment.

- C. All permit fees associated with the removal and replacement of trees and landscaping damaged or destroyed shall be the responsibility of the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01420 - SECURITY

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. This Section provides for requirements of security, entry control, personnel identification and miscellaneous restrictions.

#### 1.02 SECURITY PROGRAM

- A. Protect Work, existing premises and OWNER's operations from theft, vandalism and unauthorized entry.
- B. Initiate program in coordination with OWNER's existing security system at job mobilization.
- C. Maintain program throughout construction period until OWNER occupancy as directed by ENGINEER.

#### 1.03 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workmen and visitors, make available to OWNER on request.
- D. Coordinate access of OWNER's personnel to site in coordination with OWNER's security forces.

#### 1.04 PERSONNEL IDENTIFICATION

- A. All personnel shall wear clothing bearing the company information of which they are employed including identification badges.
- B. Provide additional security as required by the OWNER.
- C. Become familiar with OWNER and ENGINEER representatives and restrict access to job site to these representatives.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01430 – SITE ACCESS AND STORAGE

### PART 1 - GENERAL

This section provides general specifications for the CONTRACTOR's mobilization, demobilization, access to the site and limitations on storage or lay-down area.

#### 1.01 HIGHWAY LIMITATIONS

- A. The CONTRACTOR shall make his own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work.

#### 1.02 CONTRACTOR'S WORK AND STORAGE AREA

- A. Contractor's work and storage area plan shall be submitted for OWNERs approval no later than 30 days after NTP.
  - 1. OWNER approval of the work area and storage plan is required prior to commencement.
  - 2. The limits of the CONTRACTOR's staging area and other applicable restrictions shall be subject to the local municipality.
- B. The CONTRACTOR shall make his own arrangements and pay for any necessary off-site storage or shop areas necessary for the proper execution of the work.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. The CONTRACTOR shall set up construction facilities in a neat and orderly manner within designated areas and shall confine operations to work and storage areas.

#### 3.02 RESTORATION

- A. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials.
- B. Temporary restoration shall include all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust
- C. All construction materials, supplies, or equipment, including piles of debris shall

be removed from the area.

- D. All temporarily restored areas shall be maintained by the CONTRACTOR. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed.
- E. Temporary restoration shall be completed within five days of pipe installation or as specified.
- F. The CONTRACTOR is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the ENGINEER.
- G. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the ENGINEER.
- H. In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.

### 3.03 DEMOBILIZATION

- A. At the completion of Work the CONTRACTOR shall remove its personnel, equipment, and temporary facilities from the site in a timely manner. The CONTRACTOR shall also be responsible for transporting all unused materials belonging to the OWNER to a place of storage on site designated by the OWNER and for removing from the site and disposing of all other materials and debris resulting from the construction. It shall then return all areas used for its activities to a condition as recorded in the pre-construction video or better.

END OF SECTION

## SECTION 01440 - TRAFFIC REGULATION

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. The Work to be performed under this section shall include furnishing all materials and labor necessary to regulate vehicular and pedestrian traffic.
- B. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow around the construction area.
- C. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

#### 1.02 REFERENCES

- A. The Work under this Contract shall be in strict accordance with the following codes and standards.
  - 1. The CITY
  - 2. Broward County Traffic Engineering Division
  - 3. Florida Department of Transportation Design Standards and Specifications
  - 4. OSHA Safety and Health Standards for Construction.
  - 5. Federal Highway Administration Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
  - 6. Federal Highway Administration Traffic Controls for Street and Highway Construction and Maintenance Operations

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 MAINTENANCE OF TRAFFIC

- A. For the maintenance and protection of vehicular and pedestrian traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation,

Federal Highway Administration (ANSI D6.1).

- B. The CONTRACTOR shall provide a Maintenance of Traffic Plan, prepared by a FDOT certified MOT CONTRACTOR. The plan, and subsequent revisions, must be approved by the Broward County or the Florida Department of Transportation as applicable.
- C. The CONTRACTOR shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of OSHA and Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
- D. The CONTRACTOR shall remove traffic control devices when no longer needed, shall repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

### 3.02 CORRECTIONS

- A. Upon notification by the OWNER either verbally or in writing, the CONTRACTOR shall correct any noted deficiencies within one hour.
- B. Inspection of all traffic control items shall be accomplished at least twice per day. One of these inspections shall be at the end of the work day or at night.

### 3.03 TRAFFIC AND VEHICULAR ACCESS:

- A. Emergency Vehicles: No single family residence, multi-family residence, apartment, commercial building or place of employment shall be without access to emergency vehicles for a period longer than three hours. The CONTRACTOR shall notify in writing the ENGINEER, the police, fire and other emergency departments and agencies when and where work is to be accomplished that will affect their operations at least two days in advance of such work.
- B. Commercial Properties: Access to commercial property shall not be blocked for a period of more than 30 minutes during the time such properties are open for business.
- C. Residential Property: Access to residential property shall not be blocked for a period of more than 4 hours.

### 3.04 ROAD CLOSURE

- A. No roads shall be blocked to traffic without adequate detour facilities for a period of more than 30 minutes or as directed by the governing authority.
- B. At least seven days prior to a proposed road closure, the CONTRACTOR shall submit to the City Engineer a complete traffic control plan. This plan shall



include the following minimum information:

1. Sketch of work site and all area roads, streets and mark driveways.
2. Proposed detour route.
3. All necessary traffic control devices to be used.
4. Emergency CONTRACTOR contact person name and phone to be available 24 hours a day.
5. Estimated times/dates of road closure.

### 3.05 FLAGMEN

- A. Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic.

### 3.06 FLARES AND LIGHTS

- A. Provide lights as required to clearly delineate traffic lanes and to guide traffic as required.
- B. Provide lights for use by flagmen in directing traffic.
- C. Provide illumination of critical traffic and parking areas as required.

### 3.07 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, OWNER's operations, or construction operations.
- B. Monitor parking of construction personnel's private vehicles.
- C. Maintain free vehicular access to and through parking areas and driveways.
- D. Prohibit parking on or adjacent to access roads, or in non-designated areas.

END OF SECTION

## SECTION 01450 – PROJECT IDENTIFICATION SIGNS

### PART 1 - GENERAL

#### 1.01 SPECIFICATION INCLUDES

- A. Furnish, install and maintain one project identification sign.
- B. Remove sign upon completion of construction.
- C. Allow no other signs to be displayed without approval of OWNER.

#### 1.02 PROJECT IDENTIFICATION SIGN

- A. One painted or printed sign of size, design and lettering as shown on sample provided by OWNER.
  - 1. Locate as directed by OWNER.
  - 2. Colors as indicated.

#### 1.03 QUALITY ASSURANCE

- A. Provide one electronic proof for OWNER approval prior to release for printing or painting.

### PART 2 - PRODUCTS

#### 2.01 SIGN MATERIALS

- A. Structure and framing shall be pressure treated (2) 4"x4"x10' posts.
- B. Foundation shall be two eighty pound bags of concrete per post.
- C. Sign Surfaces shall be exterior grade plywood 8 feet wide by 4 feet high with a minimum thickness of 5/8 inch.
- D. Rough Hardware: Galvanized
- E. Finishes and painting shall be adequate to resist weathering and fading for scheduled construction period.

### PART 3 - EXECUTION

#### 3.01 PROJECT IDENTIFICATION SIGN

- A. Paint exposed surfaces of supports, framing and surface material; one coat of primer and one coat of exterior paint.

- B. Paint graphics in styles, sizes and colors selected.
- C. Lettering shall be as noted.
- D. Logo shall be shown as directed by OWNER.
- E. Background shall be white.

### 3.02 SIGN LOCATION

- A. Sign shall be located within the right of way or in an area approved by the OWNER.

### 3.03 MAINTENANCE

- A. Maintain sign and supports in a neat, clean condition; repair damages to structure, framing or sign.
- B. Relocate sign as required by progress of the work.

### 3.04 REMOVAL

- A. Remove sign, framing, supports and foundations at completion of project or at direction of the ENGINEER.

END OF SECTION

## SECTION 01470 - MATERIAL AND EQUIPMENT

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Material and equipment incorporated into the Work.
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, and type and qualify specified, or as specifically approved in writing by the ENGINEER.
  - 3. Manufactured and Fabricated Products.
    - a. Design, fabricate, and assemble in accord with the best Engineering and shop practices.
    - b. Manufacture like part of duplicate units to standard sizes and gauges, to be interchangeable.
    - c. Two or more items of the same kind shall be identical, by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

#### 1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the CONTRACTOR shall be subject to the inspection and approval of the ENGINEER. No material shall be delivered to the work without prior approval of the ENGINEER.
- B. Within 30 days after the effective date of the Agreement, the CONTRACTOR shall submit to the ENGINEER, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the ENGINEER to identify the particular product and to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the CONTRACTOR. If the ENGINEER requires, either prior to beginning or during progress of the work, the CONTRACTOR shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored,

packed, and shipped as directed at the CONTRACTOR's expense. Except as otherwise noted, the OWNER will make arrangements for and pay for the tests.

- D. The CONTRACTOR shall submit data and samples sufficiently early to permit work. Any delay of approval resulting from the CONTRACTOR's failure to submit samples or data promptly shall not be used as a basis of claim against the OWNER or the ENGINEER.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the CONTRACTOR shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

#### 1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When CONTRACT DOCUMENTS require that installation of work shall comply with manufacturer's printed instruction, obtain, and distribute copies of such instructions to parties involved in the installation, including copies to the ENGINEER.
  - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.
  - 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by CONTRACT DOCUMENTS.

#### 1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.
  - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of CONTRACT DOCUMENTS and approved submittals, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent

soiling or damage to Products or packaging.

#### 1.05 STORAGE AND PROTECTION

- A. The CONTRACTOR shall furnish a covered, weather-protected storage structure, providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be performed to allow easy access and be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including weather/humidity protection, connection of heaters, placing of storage lubricants in equipment, blocking, or skid storage, etc. Corroded, damaged, or deteriorated equipment and parts shall be replaced before acceptance of the project.
- B. Store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather-tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  - 3. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by the CONTRACTOR before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand, and lime shall be stored under a roof, off the ground, and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off the ground, or otherwise, to prevent accumulations of dirt or grease, and to minimize rusting. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
- E. Moving parts shall be rotated a minimum of once weekly to insure proper lubrications, and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half-load, once weekly, for an adequate period of time to insure that the equipment does not deteriorate from lack of use. All materials which, in the opinion of the ENGINEER, have become so damaged as to be unfit for the use intended or specified, shall be promptly removed from the site of the work, and the CONTRACTOR shall receive no compensation for the damaged material or its

removal.

- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specific conditions, and free from damage or deterioration.
- G. CONTRACTOR shall be responsible for protection after installation by providing substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
- H. The CONTRACTOR shall be responsible for all materials, equipment, and supplies sold and delivered to the OWNER under this Contract, until final inspection of the work and acceptance thereof by the OWNER. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace same without additional cost to the OWNER.
- I. Should the CONTRACTOR fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the OWNER retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the CONTRACTOR's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, Engineering, and any other costs associated with making the necessary corrections.

#### 1.06 PRODUCT OPTIONS

##### A. Products List

- 1. Within 30 days after the effective date of the Agreement, submit to the ENGINEER a complete list of major products proposed to be used, with the name of the manufacturer and the installing sub-Contractor.

##### B. CONTRACTOR's Options

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.
- 3. For products specified by naming one or more Products or Manufacturers and an "or equal", the CONTRACTOR must submit a request for substitutions of any Product or Manufacturer not specifically named.
- 4. Do not submit proposed substitutions for products named as No Substitutions Permitted.

## 1.07 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The CONTRACTOR shall preserve and deliver to the OWNER these tools and instructions in good order no later than upon completion of the Contract.

## PART 2 - PRODUCTS (NOT USED)

### 2.01 FASTENERS

- A. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the CONTRACTOR. Bolts shall have suitable washers and, where so required, their nuts shall be hexagonal.
- B. All bolts, anchor bolts, nuts, washers, plates, and bolt sleeves shall be Type 316 stainless steel unless otherwise specifically indicated or specified.
- C. Unless otherwise specified, stud, tap, and machine bolts shall be of the best quality refined bar iron. Hexagonal nuts of the same quality of metal as the bolts shall be used.

### 2.02 LUBRICANTS

- A. During testing and prior to acceptance, the CONTRACTOR shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this Contract.

### 2.03 GREASE, OIL AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment. The OWNER shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of the equipment supplied under Division 11 through 16.
- B. The CONTRACTOR shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

### 2.04 SPARE PARTS

- A. Spare parts for certain equipment provided under Division 11 through 16 have been specified in the pertinent sections of the Specifications. The CONTRACTOR shall collect and store all spare parts so required in an area to be designated by the ENGINEER. In addition, the CONTRACTOR shall furnish to the ENGINEER an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the



inventory to substantiate the delivered cost.

## PART 3 - EXECUTION

### 3.01 PROTECTION AGAINST ELECTROLYSIS

- A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators, nylon neoprene or other acceptable materials.

### 3.02 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed.
  - 1. Equipment shall not be shipped until approved by the ENGINEER. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the ENGINEER.
  - 2. All equipment having moving parts, such as gears, electric motors, etc. and/or instruments, shall be stored in a temperature and humidity controlled building approved by the ENGINEER, until such time as the equipment is to be installed.
  - 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
  - 4. Manufacturer's storage instructions shall be carefully studied by the CONTRACTOR and reviewed with the ENGINEER by him. These instructions shall be carefully followed and a written record of this kept by the CONTRACTOR.
  - 5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication, and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half-load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
  - 6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed, and lubricated prior to testing and start up, at no extra cost to the OWNER.

7. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested, and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the CONTRACTOR's expense.

END OF SECTION

## SECTION 01480 - SUBSTITUTIONS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Furnish and install products specified and named in their respective Specifications or on the DRAWINGS unless substitution is allowed by the requirements stated in this Section.
- B. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
- C. For products specified by naming several products or manufacturers, select any one of those products and manufacturers names which complies with their respective Specifications.
- D. For products specified by naming only one or more products or manufacturers and stating "or equal", submit a request as for substitutions for any product or manufacturer which is not specifically named.
- E. Requests for any substitutions not submitted in accordance with the instructions herein will be denied.
- F. This Section does not apply to the AMR system specified in Section 15200.

#### 1.02 PRODUCTS LIST

- A. Within 30 days after award of Contract, submit to ENGINEER five copies of complete list of major Products which are proposed for installation.
- B. Tabulate Products by specification section number and title.
- C. For products specified only by reference standards, list for each such Product:
  - 1. Name and address of manufacturer.
  - 2. Trade Name.
  - 3. Model or catalog designation.
  - 4. Manufacturer's data:
    - a. Reference standards.
    - b. Performance test data.

#### 1.03 SUBSTITUTION SUBMITTAL REQUIREMENTS – “OR APPROVED EQUAL”

- A. Within a period of 30 days after award of Contract, ENGINEER will consider

formal requests from the CONTRACTOR for substitution of products in place of those specified.

- B. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the CONTRACTOR.
  - C. Submit a separate request for each substitution. Support each request with:
    - 1. Complete data substantiating compliance of the proposed substitution with requirements stated in the CONTRACT DOCUMENTS:
      - a. Product identification, including manufacturer's name and address.
      - b. Manufacturer's literature; identify:
        - 1) Product description.
        - 2) Reference standards.
        - 3) Performance and test data.
      - c. Samples, as applicable.
      - d. Name and address of similar projects on which product has been used, and the date of each installation
    - 2. Itemized comparison of the proposed substitution with product specified; List significant variations.
    - 3. Data relating to changes in the construction schedule.
    - 4. Any effect of the substitution on separate contracts.
    - 5. List of changes required in other work or products.
    - 6. Accurate cost data comparing proposed substitution with product specified.
    - 7. Designation of required license fees or royalties.
    - 8. Designation of availability of maintenance services, and sources of replacement materials.
  - D. Substitute products shall not be ordered or installed without written acceptance of ENGINEER.
  - E. ENGINEER will determine the acceptability of proposed substitutions.
- 1.04 SUBSTITUTIONS WILL NOT BE CONSIDERED FOR ACCEPTANCE WHEN:
- A. They are indicated or implied on Shop DRAWINGS or product data submittals without a formal request from CONTRACTOR.
  - B. The manufacture of the product substitution does not meet the Qualifications as

stated in the specifications.

- C. They are requested directly by a sub-contractor or supplier.
- D. No data is provided relating to changes in construction schedule.
- E. There is any effect of substitution on separate contracts.
- F. Changes are required in other work or products.
- G. There is no accurate cost data comparing proposed substitution with product specified.
- H. There are required license fees or royalties above and beyond the specified vendor.
- I. Availability of maintenance services, sources of replacement materials does not equal that provided by the specified vendor.
- J. Acceptance will require substantial revision of CONTRACT DOCUMENTS.

#### 1.05 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution CONTRACTOR represents that:
  - 1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
  - 2. He will provide the same warranties or bonds for substitution as for product specified.
  - 3. He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
  - 4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
  - 5. Cost data is complete and includes related costs under his Contract, but not:
    - a. Costs under separate contracts.
    - b. ENGINEER's costs of redesign or revision of CONTRACT DOCUMENTS.

#### 1.06 ENGINEER DUTIES

- A. Review CONTRACTOR's requests for substitutions in accordance the Shop Drawing review requirements.
- B. Notify CONTRACTOR, in writing, of decision to accept or reject requested

substitution.

1.07 SUBSTITUTION SUBMITTAL REQUIREMENTS – “NO SUBSTITUTIONS PERMITTED”

- A. CONTRACTOR may not request a substitute item or vendor/manufacturer for which the specifications indicate “No Substitutions Permitted “.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01500 - CLEANING

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by General Conditions.

#### 1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with applicable codes, ordinances, regulations, and anti-pollution laws.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

### PART 3 - EXECUTION

#### 3.01 DURING CONSTRUCTION

- A. The CONTRACTOR shall keep the area of the work and other areas utilized or impacted by construction in a neat and clean condition, free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations.
- B. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- C. Provide on-site containers for the collection of waste materials, debris and rubbish as required.

3.02 DUST ABATEMENT

- A. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. Means for the control of dust shall include, but not be limited to, sweeping and water trucks. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER.

3.03 FINAL CLEANING

- A. Remove temporary protection and facilities installed for protection of the Work during construction.
- B. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the OWNER's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- C. Where extra materials of value remaining after completion of associated Work have become the OWNER's property, arrange for disposition of these materials as directed.

END OF SECTION



## SECTION 01720 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. This Section includes the requirements for maintaining, recording and submitting Project Record Documents including, but not limited to,
  - 1. Record DRAWINGS or As-Built DRAWINGS
  - 2. Record Specifications and other CONTRACT DOCUMENTS
  - 3. Record Samples, Shop DRAWINGS or Record Product Data

#### 1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain at the site for the OWNER and ENGINEERs review one record copy of:
  - 1. DRAWINGS
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other Modifications to the Contract
  - 5. ENGINEER's Field Orders or Written Instructions
  - 6. Approved Shop DRAWINGS, Working DRAWINGS, and Samples
  - 7. Field Test Reports
  - 8. Construction Photographs
- B. Store Record Documents in the CONTRACTOR's field office apart from documents used for construction.
- C. File Record Documents in accordance with the CSI format number system utilized in the CONTRACT DOCUMENTS.
- D. Maintain Record Documents in a clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.
- E. Make Record Documents available at all times for inspection by the ENGINEER.
- F. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated Record Documents for review by the ENGINEER and the OWNER.

### 1.03 RECORDING

#### A. Record DRAWINGS:

1. Maintain a clean, undamaged set of prints of Contract DRAWINGS to serve as the project Record DRAWINGS.
2. Label each sheet "RECORD DRAWING" in neat large printed letters with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
3. The Record DRAWINGS shall be presented at the same scale as the Contract DRAWINGS.
4. The Record DRAWINGS shall correctly and accurately show all changes from the Contract DRAWINGS made during construction.
5. All information shall be verified and certified by an independent Professional Surveyor and Mapper registered in the State of Florida.
6. All vertical information shall be provided in the datum indicated in the Contract DRAWINGS.
7. Horizontal and vertical locations referenced to base-line or permanent surface improvements.
8. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop DRAWINGS are used, record a cross reference at the corresponding location on the Record DRAWINGS.
9. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
10. Mark new information that was not shown on Contract DRAWINGS or Shop DRAWINGS.
11. Note related Change Order numbers where applicable.
12. Organize Record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
13. Do not use Record DRAWINGS for construction purposes.
14. Record information concurrently with construction progress.

#### B. The Record DRAWINGS shall be neat and legible including the following:

1. Above ground piping and equipment:
  - a. All equipment locations, dimensions and elevations as indicated in the Contract DRAWINGS.

- b. All building and tank locations, dimensions and elevations as indicated in the Contract DRAWINGS.
  - c. All above ground piping size, material, class, lengths, dimensions, and elevations as indicated in the Contract DRAWINGS.
  - d. Horizontal locations of piping, fittings, valves and appurtenances.
  - e. Elevations of the top of pipe, fittings, valves and appurtenances.as indicated in the Contract DRAWINGS and at 50' maximum increments
  - f. All changes from the original design.
- 2. Underground pressure pipe including potable water mains sanitary sewer force mains, drainage force mains and the like:
  - a. All piping size, material, class, lengths, dimensions, bury depth and elevations as indicated in the Contract DRAWINGS.
  - b. Horizontal locations of piping, fittings, valves and appurtenances.
  - c. Elevations of the top of pipe, fittings, valves and appurtenances.
  - d. Elevations as indicated in the Contract DRAWINGS and at 50' maximum increments
  - e. Lengths of restrained pipe.
  - f. Water service locations.
  - g. Meter sizes.
  - h. All changes from the original design.
- 3. Gravity sanitary sewer:
  - a. All piping size, material, class, lengths, slopes, dimensions and elevations as indicated in the Contract DRAWINGS.
  - b. Horizontal locations of manholes.
  - c. Rim, invert, and size of all manholes.
  - d. Service terminal end locations.
  - e. Wet well construction including diameter, bottom, invert and float elevations.
  - f. All changes to piping from the original design.
- 4. Stormwater Drainage:

- a. All piping size, material, class, lengths, dimensions and elevations as indicated in the Contract DRAWINGS.
  - b. Horizontal locations of manholes and catch basins.
  - c. Rim, invert, bottom elevations and size of all manholes and catch basins.
  - d. All surface elevations indicated on the Contract DRAWINGS including, but not limited to, swales, berms, yards, sidewalks, and the like.
  - e. Horizontal location and elevation of all storm water retention or detention areas.
  - f. All changes from the original design.
5. Limerock base:
- a. Upon completion of all underground utilities and limerock base, and before placement of asphalt, provide the following for ENGINEER review:
    - 1) Finished limerock base elevations taken at the location of finished asphalt elevations as indicated in the Contract DRAWINGS.
    - 2) Additional elevations as required by the ENGINEER, including, but not limited to:
      - (a) Finished limerock base at centerline, edge of median and edge of pavement.
      - (b) Back of sidewalk or right of way.
      - (c) Bottom of swale or flow line of gutter.
      - (d) Top of curb.
      - (e) High points, low points and grade breaks.
      - (f) Intersections.
6. Electrical, instrumentation and controls
- a. Horizontal location of all electrical equipment and control cabinetry.
  - b. Elevations of the bottom of all electrical and control panels.
  - c. Horizontal location and elevation of all conduits including conduit size, route and wire size.
  - d. Horizontal location of all light poles and junction boxes.
7. Miscellaneous:
- a. Horizontal location and elevation of all concrete slabs.
  - b. Horizontal location, size and material of all fencing.

- c. Location size and material of all existing utilities whether indicated on the Contract DRAWINGS or not.
  - d. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - e. Depths of various elements of foundation in relation to finish first floor datum.
  - f. Field changes of dimensions and details.
  - g. Details not on original contract DRAWINGS.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
  - 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  - 2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
  - 3. Note related record drawing information and Product Data.
  - 4. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 5. Changes made by field order or by Change Order.
- D. Record Product Data (Shop DRAWINGS): Maintain one copy of each Product Data submittal.
  - 1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
  - 2. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation.
  - 3. Note related Change Orders and mark-up of record DRAWINGS and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the CONTRACTOR will meet at the site with the ENGINEER and the OWNER to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the OWNER for

record purposes. Comply with delivery to the OWNER's Sample storage area.

- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.

#### 1.04 SUBMITTAL

- A. Project Record Documents, demonstrating construction progress, shall be submitted with each Application for Payment.
- B. Interim Project Record DRAWINGS shall be submitted at significant project milestones including:
  - 1. Construction of wet well or other structures.
  - 2. Construction of catch basins, manholes, pipes and appurtenances.
  - 3. As required by the ENGINEER.
- C. Project Record Documents, demonstrating construction completion shall be submitted with the balance of Closeout documents at the conclusion of construction including:
  - 1. Three sets of signed and sealed sets of prints.
  - 2. One compact disc copy of record DRAWINGS in Autocad format.
- D. Accompany submittals with transmittal letter in duplicate, containing:
  - 1. Date
  - 2. Project Title and Number
  - 3. CONTRACTOR's Name and Address
  - 4. Title and Number of each Record Document
  - 5. Signature of CONTRACTOR or his Authorized Representative

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01740 - WARRANTIES

### PART 1 - GENERAL

#### 1.01 SPECIFICATION INCLUDES

- A. Compile warranties and bonds as specified in the CONTRACT DOCUMENTS.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with CONTRACT DOCUMENTS.
- D. Submit to the ENGINEER for review and transmittal to OWNER.

#### 1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bond, service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and sub-contractors.
- B. Number of original signed copies required: two (2) each.
- C. Table of Contents: neatly typed, in orderly sequence. Provide complete information for each item.
  - 1. Product or work item
  - 2. Firm, with name of principal, address and telephone number
  - 3. Scope
  - 4. Date of beginning of Warranty, bond or service and maintenance contract
  - 5. Duration of warranty, bond or service maintenance contract
  - 6. Provide information for OWNER's personnel:
    - a. Proper procedure in case of failure
    - b. Instances which might affect the validity of warranty or bond
  - 7. CONTRACTOR, name of responsible principal, address and telephone number

#### 1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:

1. Size 8 1/2 inches x 11 inches, punch sheets for standard 3-post binder
2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
  - a. Title of Project
  - b. Name of CONTRACTOR
- C. Binders: Commercial quality, three-post (3) binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

#### 1.04 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all equipment, submit a one-year warranty from the equipment manufacturer, unless otherwise specified. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's for one year commencing at the time of acceptance by the OWNER.
- B. Refer to Technical Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



## SECTION 01750 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Administrative and procedural requirements for project closeout.
  - 1. Inspection procedures.
  - 2. Project Record Document submittal.
  - 3. Final cleaning.
- B. Warranty and bond submittal.
- C. Closeout submittals, warranties and bonds required for specific products of work.

#### 1.02 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise OWNER of pending insurance change-over requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 4. Obtain and submit releases enabling the OWNER unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  - 5. Submit record DRAWINGS, maintenance manuals, and similar final record information.
  - 6. Complete start-up testing of systems, and instruction of the OWNER's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- B. When the CONTRACTOR considers the Work to be substantially complete, he shall submit a written notice to the ENGINEER that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within a reasonable time of receipt of a request for inspection, the ENGINEER will either proceed with inspection or advise the CONTRACTOR of unfulfilled

requirements. When the ENGINEER and OWNER concur that the Work, or designated portion of the Work, is substantially complete, the ENGINEER will prepare the Certificate of Substantial Completion following inspection.

- D. Should the ENGINEER determine that the Work is not substantially complete, he will advise the CONTRACTOR of construction that must be completed or corrected before the certificate will be issued.
  - 1. The ENGINEER will repeat inspection when requested and assured that the Work has been substantially completed.
  - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

### 1.03 FINAL COMPLETION

- A. When CONTRACTOR considers the Work to be complete, he shall submit written certification to the ENGINEER that the Work is completed and ready for final inspection. Include the following:
  - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - 3. Submit a certified copy of the ENGINEER's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, the list has been endorsed and dated by the ENGINEER.
  - 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the OWNER took possession of and responsibility for corresponding elements of the Work.
  - 5. Submit consent of surety to final payment.
  - 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 7. Submit final record documents.
- B. The ENGINEER will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the ENGINEER.
  - 1. Upon completion of inspection, the ENGINEER will prepare a certificate

of final acceptance, or advise the CONTRACTOR of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary, re-inspection process will be repeated.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

END OF SECTION

## SECTION 15200

## WATER METERS AND APPURTENANCES

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. The City of Pembroke Pines is located in Broward County, Florida (City). The City has approximately 160,000 residents and 46,000 residential water meters.
- B. The City is requesting proposals from Contractors interested in providing services for the replacement of aging residential water meters. These meters include, at a minimum, those meters which are 20-years old or older throughout the City. The project will be to completely replace all the meters in the specified routes, totaling approximately 16,272 meters.
- C. Water meters shall be furnished by the City. The Contractor will be required to coordinate the delivery and installation of City-furnished water meters with the City's water meter supplier. All other materials, equipment, labor and incidentals items required shall be furnished by the Contractor.
- D. The water meters to be replaced are located on various meter-reading routes throughout the City. Please follow the below link to see the location of the subject routes. The total number of meters, routes, etc. are subject to final quantities at the time of Commencement.

<https://pembrokepines.maps.arcgis.com/apps/instant/interactivelegend/index.html?appid=6fcc1e2272fc42a59360a86f7516b0b9>

- E. The Work will be performed on a Work Order basis. Prior to Work on each route, the Contractor shall walk the Route with the City Representative who will determine the number of meters and backflow prevention devices to be replaced, the number of meter boxes to be replaced, adjusted, etc. and well as other work necessary to complete each route based on the Unit Price Schedule.
- F. The City shall direct-purchase the water meters to be changed. The City shall store shipments of water meters at City facilities based on shipping timeframes and quantities as determined and coordinated by the Contractor and the City's meter supplier.

## 1.02 CONTRACT TIME

- A. The Work shall begin no later than thirty (30) days following the Notice to Proceed and shall be completed within two hundred and seventy (270) consecutive calendar days.
- B. The Contractor shall at all times during the continuance of the Contract perform the work with such resources as are sufficient to complete the project within the time specified.

- C. The Contractor must have the ability to bring in additional equipment or resources necessary to accelerate the work and meet the Contract Time should any repairs or delays occur that extend beyond five (5) calendar days.

#### 1.03 REFERENCES

- A. American Water Works Association (AWWA) C-700 Cold Water Meters Displacement Type, Bronze Main Case
- B. AWWA Manual of Practices M6 – Water Meters – Selection, Installation, Testing and Maintenance.
- C. AWWA Manual of Practices M22 – Sizing Water Service Lines and Meters.
- D. International Electro-technical Commission Ingress Protection Code (IP)
- E. American Society of Sanitary Engineering (ASSE)

#### 1.04 QUALIFICATIONS

- A. The Contractor shall be pre-qualified and certified by the City's meter supplier, Neptune Technology Group, for the installation of their meters prior to bid and shall self-perform all the Work.
- B. The Contractor must have completed a minimum of three projects of similar scope and size in the last five years.
- C. The Contractor shall have continuously engaged in providing services of installing residential and commercial water meters.
- D. The Contractor must be presently engaged in the provision of these services.

#### 1.05 SUBMITTALS

- A. Bid Package Requirements

- 1. Contractor Information

- a. The bid shall include a brief introduction describing the experience of the contractor, the size of the contractor, and the services provided by the contractor along with the following information:

- 1) Name of Contractor(s), address, the telephone number of the main office and any branch office which will be involved in any way with the project.

- 2. Key Personnel

- a. The following information shall be furnished for each key member of the project team that will be responsible for coordinating efforts that may affect the Meter's operations:

- 1) Relevant experience record including a minimum of 5-years water meter installation experience for key personnel.
    - 2) Provide a description of the responsibilities the key personnel will assume.
    - 3) Project organization chart.
  - b. Contractor's employees must be trained, permanent and shall maintain a professional appearance. Employees must wear a marked shirt identifying the Contractor's company including identification badges, drive a marked vehicle and must speak fluent English.
3. Contractor Experience
  - a. Provide copies of local and state licenses.
  - b. Provide evidence and references as required by paragraph 1.04, above including, but not limited to, the following:
    - 1) Name of the client.
      - (a) Name and telephone number of the reference.
      - (b) Contract description (quantity of meters installed and replaced).
      - (c) Duration of each contract.
      - (d) Contract Value.
  - c. The Contractor shall submit a listing of all work that has been awarded to the Contractor but is currently not completed or in default, along with a statement explaining the reason for the uncompleted work or default.
4. Quality Assurance and Control Program
  - a. Describe the Contractor's quality assurance and control programs for the replacement and installation of water meters. A copy of the plan and program should be provided. This should include personnel, equipment, financial management and product quality. Provide specific examples of how the program(s) have been effective.

#### 1.06 SUBMITTALS DURING CONSTRUCTION

- A. Manufacturer's descriptive literature, bulletins, and catalogs of all the proposed equipment.

- B. Copies of all materials required to establish compliance with the Specifications shall be submitted in accordance with the provisions of the General Conditions.

#### 1.07 PRODUCT HANDLING

- A. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed and the units and equipment are ready for operation.
- B. All equipment and parts must be properly protected against any damage and weather during a prolonged period at the site.
- C. Factory assembled parts and components shall not be dismantled for shipment.
- D. Each box or package shall be properly marked to show its net weight in addition to its content.

### PART 2 - PRODUCTS

#### 2.01 CROSS CONNECTION CONTROL

- A. In accordance with 50.40 of the City's Code of Ordinance, the Contractor shall install a Dual Check Device (DuC) between the meter and the private service line. The DuC shall be designed with two independent spring actuated check valves meeting ASSE #1024.
- B. The DuC shall be model LF7R manufactured by Watts or City Approved Equal. To be considered equal, the Contractor must present his proposed Substitution a minimum of 2-weeks prior to the Bid Date.

#### 2.02 METER BOXES

- A. The Contractor has the option of choosing to furnish one of each type of meter box, single or double, from the schedule found on detail W-10A appended to this Specifications.
- B. To be considered equal, the Contractor must present his proposed Substitution a minimum of 2-weeks prior to the Bid Date.

#### 2.03 ANTENNA BOOSTER

- A. The proposed antenna booster shall be model #13749-200 with through lid mount by Neptune Technology Group no substitutions permitted.
- B. The antenna booster may be required by the City on a case-by case basis.
- C. Should the antenna booster be required by the City, the cost of installation shall be considered incidental to the cost of installation of City-Furnished water meters.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. The work shall be performed in accordance with all local, state and federal requirements.
- B. The Contractor will print and distribute door hangers according to City specifications before meter installation.
- C. The Contractor shall notify the City if inoperable valves, pre-existing leaks, broken meter box/lid and/or deteriorated service pipes are discovered prior to attempting meter removal/installation. These items may be replaced by the Contractor utilizing the Unit Price Schedule on an Approved Work Order Basis.
- D. The Contractor shall completely finish one route before beginning another route, however, multiple routes can be worked simultaneously if the Contractor has sufficient labor resources to do so.
- E. Installation shall be in strict accordance with the manufacturer's instructions and recommendations.
- F. The contractor shall be responsible for coordinating the new meter installation at a time convenient to the customer.
- G. The Contractor shall assume all responsibility and liability to shut on and off the water at each meter location and shall do so in the manner as required by City personnel and homeowner when replacing water meters
- H. The Contractor shall be responsible for the repair of leaks caused by meter replacement activities that occur within two (2) feet from the center of the meter.
- I. The Contractor shall collect data daily in the field electronically using barcode scanning technology and transmit this data in electronic Excel format to the City's billing system. The information shall be gathered daily in the field and must be available to the City within 24 hours of completion on a form provided by the City. Preliminary required information to be collected shall include:
  - 1. Register Serial Number
  - 2. New Transmitter Serial Number
  - 3. Old Meter Serial Number
  - 4. Final Meter Reading
  - 5. New Meter Reading
  - 6. Date of meter change-out.
  - 7. Other information as required by the City.



- J. The Contractor shall keep and maintain records which will enable the City to ascertain and determine clearly and accurately the total number of meters replaced and installed. These records shall be submitted to the City monthly at a minimum.

### 3.02 WATER METER BOXES

- A. Water meter boxes shall be installed in accordance with detail W-10a appended to this Specifications.
- B. Installation of meter boxes shall be plumb and level.
- C. Installation of meter boxes shall include the necessary removal of roots, rocks and landscaping necessary for proper installation.
- D. Existing water meter boxes not found to be level shall be leveled by the Contractor, including root and landscape removal. The cost of leveling existing water meter boxes shall be considered incidental to the cost of installation of City-Furnished water meters.

### 3.03 SALVAGE

- A. All existing water meters and salvageable parts, including brass, are City property and shall be returned to a designated area at the City Utility Operations Center located at 13975 Pembroke Road.
- B. All unsalvageable parts such as plastics and concrete shall be disposed of properly by the Contractor at no additional cost.
- C. The City shall be the sole determiner of salvagability.

### 3.04 WARRANTY

- A. All equipment, accessories, and component parts shall be guaranteed to be free of defects in workmanship and design and to operate as specified and intended during the warranty period.
- B. All water connections, pipe fitting, meter box and lid shall be guaranteed to be free of leaks, and defects in materials and workmanship for a period of one year from the time of City acceptance.
- C. All DuC's shall be guaranteed to be free of leaks, and defects in materials and workmanship for a period of one year from the time of City acceptance.

END OF SECTION

APPENDIX ONE – DETAIL W-10A

TYPICAL RESIDENTIAL WATER METER AND METER BOX  
WITH CITY-FURNISHED METER

